DU PAGE COUNTY

ETSB - Policy Advisory Committee

Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Monday, November 4, 2024 **8:15 AM** **Room 3500A**

Join Zoom Meeting

https://us02web.zoom.us/j/81407792131?pwd=kUX8Jx419jMqRxxC8xBE6WQ1wFYezC.1

Meeting ID: 814 0779 2131

Passcode: 439928

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS - CHAIR SELVIK

5. MEMBERS' REMARKS

6. CONSENT ITEMS

6.A. **24-2941**
DEDIR System October Maintainer Report

6.B. **24-2942**
ETSB PAC Minutes - Regular Meeting - Monday, October 7, 2024

7. PARENT COMMITTEE APPROVAL REQUIRED

7.A. **24-2943**
2025 Meeting Calendar - Policy Advisory Committee

7.B. **ETS-R-0075-24**
Recommendation for the approval of a contract purchase order to Motorola Solutions, PO 924030, to develop an encryption deployment plan for the DuPage Emergency Dispatch Interoperable Radio System (DEDIR System), for a contract total of $200,836.99; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (STARCOM21 Master Contract CMT2028589).

8. DEDIR SYSTEM

8.A. Police

8.A.1. Encryption Update

8.B. Fire

8.C. WAVE App

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT

11.A. Next Meeting: Monday, December 2 at 8:15am in Room 3-500A

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 24-2941 **Agenda Date:** 11/4/2024 **Agenda #:** 6.A.

MOTOROLA SOLUTIONS

STARCOM21

Solving for safer. Communities, schools, hospitals, businesses everywhere.

TO: Linda Zerwin, ETSB Executive Director
FROM: Andy Saucedo, Motorola System Manager
DATE: October 28, 2024
SUBJECT: STARCOM21 DEDIRS Monthly Report

Projects:

DEDIR System Radio Replacement

- APXNext Police: ADP to AES encryption plan pending. Motorola Solutions has provided the proposal for the cutover plan.
- APX 4000: A firmware update was released and a schedule was developed in Monday.com to update. Emergency activation configuration change has been applied to 15 agencies/73 radios have been programmed. There are 6 agencies/24 radios that remain to be programmed. At the time of this report 23 out of 32 agencies have had the firmware updated to the latest version. Sheriff's Office radios have been completed.
- APX8500: Alternate options to the APX8500 are being considered. APX6500 mobiles have been received and have been staged for demo to Fire Focus. Additional APX6500 mobiles have been configured and provided to Addison Fire for install and testing.
- APXNext XN Fire: Fire radio configuration templates need IGA finalization with outside agencies. Testing of the XN Demo radios was completed the week of June 17, 2024. AES encryption plan is pending. Motorola Solutions has provided the proposal for the cutover plan.
- APXNext XE Fire: Testing of the XE Demo radios was completed June 17, 2024.

Programming

Code plug updates: There were none last month.

Codeplug Creation:

APX6500 mobiles have been configured and provided to Addison Fire for install and testing.

Radio Alignment: There were none last month.

Service Tickets

	Year to Date		Past Month					
			Totals		Categories of Tickets			
Category	Opened	Closed	Total	Closed	Consumable replaced	Alias or Configuration	Sent to Depot	Other
APX 7000XE	74	56	3	3	1			2
APX Next (police)	119	92	12	14	1	9	2	
APX NextXN (fire)	1	0	1	0			1	
APX 8500 (mobiles)	29	28	1	1			1	
APX4000	9	4	2	1		1		1
Total	232	180	19	19	2	10	4	3

STARCOM21 Scheduled Maintenance:

Command Central Patches: There were none last month.

Radio Central Patches: There were none last month.

Radio Management CPS Patches: There were none last month.

System Patches:

- The Starcom21 team and Motorola RSUS team applied security update patches to the Starcom21 system core in all Zones. The Patching efforts were done by the RSUS team on 10/9 and 10/10. These patches caused an impact to the system in all Zones. would have caused RF Site to enter to site trunking and Dispatch Sites to get Red X's on resources.

  Thursday, 10/10/24
  8:45 am- Site Trunking Event (~5 Minute Event)
  Red X's on Consoles for 5 Minutes as well
  2:45 pm - Site Trunking Event (~5 Minute Event)
  Red X's on Consoles for 5 Minutes as well

- IL_STARCOM Monthly Application of Windows Motopatch 2024.09 – Patching 10/17/24 Monthly MOTOPATCH for Windows process was performed on applicable clients in your ASTRO System.

- Notification of planned maintenance to be performed affecting the STARCOM21 system. Worked performed was annual preventative maintenance. Site affected SZ014010108 Wheaton - DuPage County. Work performed on 10/3/24 8:00:00 AM.

- Notification of planned maintenance to be performed affecting the STARCOM21 system. Worked performed was annual preventative maintenance. Site affected SZ014010110 Hanover Park - DuPage County. Work performed on 10/8/24 8:00:00 AM.

- Notification of planned maintenance to be performed affecting the STARCOM21 system. Worked performed was annual preventative maintenance. Site affected SZ014010112 Burr Ridge WT - DuPage County. Work performed on 10/10/24 8:00:00 AM.

- Notification of planned maintenance to be performed affecting the STARCOM21 system. Worked performed was converting links to ETH. Site affected SZ0140101 DuPage Lisle Prime - DuPage County. Work performed on 10/23/24 10:00:00 AM.

SmartConnect Patches:

- [Scheduled Maintenance] SmartConnect (United States)
  The scheduled maintenance has been completed.
  Start: 14/Oct/2024 @ 2:00 AM CDT (UTC-5)
  End: 14/Oct/2024 @ 9:30 AM CDT (UTC-5)

- [Scheduled Maintenance] SmartConnect (United States)
  The scheduled maintenance has been completed.

Start: 17/Oct/2024 @ 8:00 AM CDT (GMT -5)
End: 17/Oct/2024 @ 10:00 AM CDT (GMT -5)

- [Scheduled Maintenance] SmartConnect (United States)
  The scheduled maintenance has been completed.
  Start: 22/Oct/2024 @ 3:30 AM CDT (GMT -5)
  End: 22/Oct/2024 @ 9:30 AM CDT (GMT -5)

- [Scheduled Maintenance] SmartConnect (United States)
  The scheduled maintenance has been completed.
  Start: 24/Oct/2024 @ 3:30 AM CDT (UTC-5)
  End: 24/Oct/2024 @ 9:30 AM CDT (UTC-5)

Releases**:**

- APX Portables and Mobiles (APX 4000 and APX 8500) Firmware Devices R33.40.00 2024.1 CPS R33.00.01 is a maintenance release and was available 8/22/24. It included new product and features. No defect repairs included. Minor update and application is optional.

- APX NEXT Firmware. R07.02.00 CPS 2.150.244.0 is a maintenance release and was available 10/1/24. It included new product and features. No defect repairs included. Minor update and application is optional.

STARCOM21 Unscheduled System Outages:
There were none last month.

Meetings:

- October PAC meeting 10/7/24
- Fire Focus meeting 10/15/24

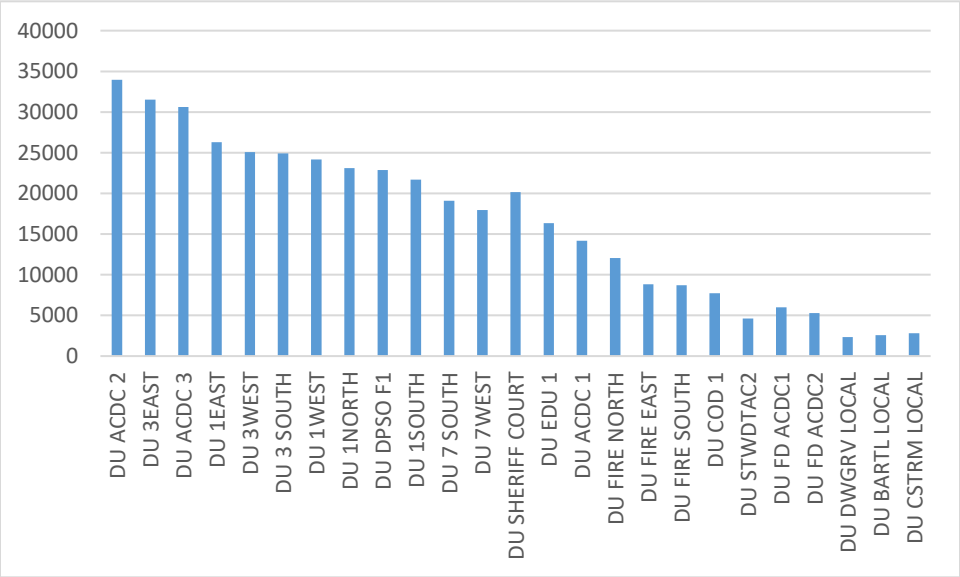
Training:

- APX Radio Management Workshop 10/30/24–11/1/24

Grade of service report:

	September 2024 Starcom21 GoS Report											
	GoS Calculations					PTT and Busy Data						
Hour	GoS	Utilization	Erlangs	Excess Erlangs	Days of Data	Total PTTs	Total Talk Time (sec)	Average Talk Time (sec)	Total Busy	Total Busy Time (sec)	Average Busy Time (sec)
0:00:00	0.00	23.86	4.06	6.34	30.00	2965.63	14603.43	4.92	0.00	0.00	0.00
1:00:00	0.00	20.75	3.53	6.87	30.00	2532.23	12696.63	5.01	0.00	0.00	0.00
2:00:00	0.00	17.17	2.92	7.48	30.00	2015.57	10509.67	5.21	0.00	0.00	0.00
3:00:00	0.00	13.91	2.37	8.03	30.00	1570.37	8515.40	5.42	0.00	0.00	0.00
4:00:00	0.00	13.20	2.24	8.16	30.00	1493.17	8080.57	5.41	0.00	0.00	0.00
5:00:00	0.00	13.78	2.34	8.06	30.00	1566.20	8434.70	5.39	0.00	0.00	0.00
6:00:00	0.00	15.87	2.70	7.70	30.00	1922.10	9711.67	5.05	0.00	0.00	0.00
7:00:00	0.00	24.42	4.15	6.25	30.00	2980.60	14942.17	5.01	0.13	1.43	10.75
8:00:00	0.00	32.62	5.55	4.85	30.00	3993.40	19964.17	5.00	0.10	0.23	2.33
9:00:00	0.01	36.69	6.24	4.16	30.00	4464.63	22456.33	5.03	0.30	6.70	22.33
10:00:00	0.00	35.97	6.12	4.28	30.00	4369.37	22015.13	5.04	0.17	2.93	17.60
11:00:00	0.00	34.52	5.87	4.53	29.00	4201.59	21129.28	5.03	0.00	0.00	0.00
12:00:00	0.00	34.83	5.92	4.48	29.00	4210.86	21318.34	5.06	0.21	1.59	7.67
13:00:00	0.00	36.41	6.19	4.21	29.00	4484.31	22283.31	4.97	0.17	11.66	67.60
14:00:00	0.01	34.89	5.93	4.47	30.00	4290.03	21351.57	4.98	0.27	2.83	10.63
15:00:00	0.00	36.91	6.28	4.12	30.00	4598.80	22591.30	4.91	0.03	1.37	41.00
16:00:00	0.00	36.52	6.21	4.19	30.00	4539.50	22350.63	4.92	0.13	0.53	4.00
17:00:00	0.00	35.53	6.04	4.36	30.00	4421.17	21743.90	4.92	0.13	12.47	93.50
18:00:00	0.00	34.42	5.85	4.55	30.00	4263.90	21064.60	4.94	0.00	0.00	0.00
19:00:00	0.00	33.74	5.74	4.66	30.00	4229.47	20650.03	4.88	0.00	0.00	0.00
20:00:00	0.00	32.62	5.55	4.85	30.00	4140.60	19965.40	4.82	0.00	0.00	0.00
21:00:00	0.00	30.86	5.25	5.15	30.00	3877.93	18886.70	4.87	0.00	0.00	0.00
22:00:00	0.00	28.92	4.92	5.48	30.00	3648.93	17701.23	4.85	0.00	0.00	0.00
23:00:00	0.00	26.00	4.42	5.98	30.00	3245.03	15914.27	4.90	0.00	0.00	0.00

Group Alias	PTT Count
DU ACDC 2	33954
DU 3EAST	31505
DU ACDC 3	30608
DU 1EAST	26294
DU 3WEST	25057
DU 3 SOUTH	24914
DU 1WEST	24170
DU 1NORTH	23118
DU DPSO F1	22849
DU 1SOUTH	21684
DU 7 SOUTH	19083
DU 7WEST	17954
DU SHERIFF COURT	20163
DU EDU 1	16329
DU ACDC 1	14187
DU FIRE NORTH	12041
DU FIRE EAST	8831
DU FIRE SOUTH	8702
DU COD 1	7711
DU STWDTAC2	4617
DU FD ACDC1	6000
DU FD ACDC2	5305
DU DWGRV LOCAL	2336
DU BARTL LOCAL	2586
DU CSTRM LOCAL	2815



421 N. COUNTY FARM ROAD
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File #: 24-2942 **Agenda Date:** 11/4/2024 **Agenda #:** 6.B.

DU PAGE COUNTY

ETSB - Policy Advisory Committee

Draft Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Monday, October 7, 2024 **8:15 AM** **Room 3500A**

Join Zoom Meeting

https://us02web.zoom.us/j/84677616761?pwd=xC7mzReYOXcaqC2qGDDOcsXGwXYffN.1

Meeting ID: 846 7761 6761

Passcode: 423395

1. CALL TO ORDER

8:15 AM meeting was called to order by Chair Selvik at 8:17 AM.

2. ROLL CALL

Attendees:
Linda Zerwin, DuPage Emergency Telephone System Board, non-voting Member
Matt Theusch, DuPage Emergency Telephone System Board
Gregg Taormina, DuPage Emergency Telephone System Board
Eve Kraus, DuPage Emergency Telephone Board
Nick Kottmeyer, County Board Office
Erik Maplethorpe, DU-COMM
Patrick Tanner, West Chicago Fire
Eric Fors, Hanover Park Fire (Remote)
Jim McGreal, Downers Grove PD (Remote)
Alison Murphy, DMMC (Remote)
Bob Murr, COD (Remote)

On roll call, Members Selvik, Benjamin, Burmeister, Clark, Fleury, and Johl were present, which constituted a quorum.

PRESENT	Selvik, Johl, Benjamin, Burmeister, Clark, and Fleury

3. PUBLIC COMMENT

There was no public comment.

4. CHAIRMAN'S REMARKS - CHAIR SELVIK

There were no remarks from Chair Selvik.

5. MEMBERS' REMARKS

There were no Members' remarks.

6. CONSENT ITEMS

6.A. **24-2586**

DEDIR System September Maintainer Report

On voice vote, all Members voted "Aye", motion carried.

Attachments: Motorola System Manager Report 10-2-24.pdf

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Pat Johl
SECONDER:	Chris Clark

6.B. **24-2527**

ETSB PAC Minutes - Regular Meeting - Monday, September 9, 2024

On voice vote, all Members voted "Aye", motion carried.

Attachments: 2024-09-09 PAC Minutes Summary.pdf

RESULT:	ETSB RECEIVED AND PLACED ON FILE
MOVER:	Eric Burmeister
SECONDER:	Pat Johl

7. PARENT COMMITTEE APPROVAL REQUIRED

7.A. **24-2414**

Police and Fire Templates

Member Fleury inquired into whether there could be minor changes made to the document without having to bring it back to the ETS Board for approval. Vice Chair Johl said it would be a living document with adjustments made, as needed, but for the most part, the DuPage list is set and the PSAPs would not tell each other what to name their respective talkgroups. Ms. Zerwin asked which Members would be attending the ETS Board meeting on Wednesday to recommend the Board motion for approval giving the PAC authority to make adjustments to the template for operational purposes. Chair Selvik believed that it had been mentioned by Mr. Connolly that if the name did not work quite right with ViQi, as an example, the name could be adjusted but that the actual substance of the template would not change. Ms. Zerwin said what they are bringing to the Board are the naming conventions and the overall template. Member Clark thought the term template was being used generically to not only describe the channel lineups but also the talkgroup list. Chair Selvik thanked Mr. Connolly as he had taken over as the scribe for both police and fire focus groups and put the templates together which had been a huge help. The PAC thanked Mr. Maplethorpe, as well, for his assistance.

On voice vote, all Members voted "Aye" to recommend approval of the template to the ETS Board, motion carried.

MOVER:	Pat Johl
SECONDER:	Tyler Benjamin

8. DEDIR SYSTEM

8.A. Police

8.A.1. Encryption Update

Ms. Zerwin said that ETSB was working through the proposal from Motorola regarding additional assistance for the encryption plan. The proposal had been reviewed by a few members of the focus groups and there were suggestions on how the proposal had been written, that it needed to be more granular, and another draft was in the works. Ms. Zerwin said funds for the consulting proposal, which was approximately $200,000, had been added to the FY25 budget which begins December 1. Vice Chair Johl asked if the cost was to implement encryption or was a consulting proposal. Ms. Zerwin said it covered different engineering aspects in terms of keyloading, an engineering outline of the rollout, and planning and implementation which could be complicated as the law enforcement radios were already deployed. Member Clark asked if it included research on how encryption would interact with adjacent systems. Ms. Zerwin replied, yes, that a few PSAP and OSHEM personnel had been sent to the KMF encryption class but that the system is complicated and we want to ensure the encryption plan fits into the STARCOM master plan, as well. Ms. Zerwin said the proposal would hopefully be ready for the November agenda. Chair Selvik asked if there were any further questions, to which there were none.

8.B. Fire

Vice Chair Johl said the Fire Focus Group had tried to schedule a meeting today but that it had been moved to next week, October 15, to go over the approved templates and configuration of the portable radios. Ms. Zerwin said a demo of the mobile radios had been held. Vice Chair Johl said the proposed APX6500 dual mobile radio solution demo was held at ACDC during the Fire Standardization timeslot and it is still being looked at as to how installation might work, that the demo radios were being tested throughout the County to ensure the APX8500 issues are not encountered with the APX6500s. He said Chiefs had taken the information back to their agencies to decide whether the solution would work to provide direction. Ms. Zerwin said it may work for some of the apparatus and that agencies should submit a Zendesk ticket with their thoughts. Ms. Zerwin said ETSB is not attempting to force a solution with the APX6500s but that we are looking for feedback on how to proceed. She said she has a meeting with Motorola tomorrow. Member Clark said the Fire Focus Group would also review their findings from the demo and he thought they could create a presentation to aid agencies who may not understand the pros and cons to help them come to a decision on whether the solution is viable. Vice Chair Johl said that would be part of the next Fire Focus meeting, as well.

9. OLD BUSINESS

There was no old business.

10. NEW BUSINESS

There was no new business.

11. ADJOURNMENT

11.A. Next Meeting: Monday, November 4 at 8:15am in Room 3-500A

Vice Chair Johl made a motion to adjourn the meeting at 8:27am, seconded by Member Burmeister. On voice vote, motion carried.

Respectfully submitted,

Eve Kraus

ETSB PAC Other Action Item

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 24-2943 **Agenda Date:** 11/4/2024 **Agenda #:** 7.A.

Emergency Telephone System Board of DuPage County
Policy Advisory Committee (PAC) 2025 Meeting Schedule

DATE	TIME	LOCATION
January 6, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
February 3, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
March 3, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
April 7, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
May 5, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
June 2, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
July 7, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
August 4, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
September 8, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
October 6, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
November 3, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A
December 1, 2025	8:15 am	DuPage County Administration Bldg, Room 3-500A

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: ETS-R-0075-24 **Agenda Date:** 11/13/2024 **Agenda #:** 7.B.

AWARDING RESOLUTION TO MOTOROLA SOLUTIONS INC. PO 924030 TO DEVELOP AN ENCRYPTION DEPLOYMENT PLAN FOR THE DUPAGE EMERGENCY DISPATCH INTEROPERABLE RADIO SYSTEM (DEDIR SYSTEM) (TOTAL AMOUNT: $200,836.99)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Purchase Order 924030 to Motorola Solutions Inc. to develop an encryption deployment plan for the DuPage Emergency Dispatch Interoperable Radio System (DEDIR System). The total amount of the request is $200,836.99.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924030, dated October 30, 2024, covering said, development of an encryption plan, be, and it is hereby approved by the DU PAGE ETSB to Motorola Solutions, Inc., 2000 Progress Parkway, Schaumburg, IL 60196, for an amount of $200,836.99.

Enacted and approved this 13th day of November, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $200,836.99
COMMITTEE: ETSB	TARGET COMMITTEE DATE: 11/13/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $200,836.99
	CURRENT TERM TOTAL COST: $200,836.99	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Motorola Solutions, Inc.	VENDOR #: 10115	DEPT: ETSB	DEPT CONTACT NAME: Eve Kraus
VENDOR CONTACT: Chris Chisnell	VENDOR CONTACT PHONE: 847-489-9379	DEPT CONTACT PHONE #: 630-550-7743	DEPT CONTACT EMAIL: etsb911@dupagecounty.gov
VENDOR CONTACT EMAIL: chris.chisnell@motorolasolutions.com	VENDOR WEBSITE: motorolasolutions.com	DEPT REQ #: 924030	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for approval of Purchase Order 924030 to Motorola Solutions, Inc. to develop an encryption deployment plan for the DuPage Emergency Dispatch Interoperable Radio System (DEDIR System). Total amount of $200,836.99.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

AES Encryption Project involves delivering expert guidance, technical support, and the creation of a customized formal implementation plan.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This is a proposal for service on an existing radio equipment transition to AES encryption on the STARCOM statewide network.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Approve Purchase Order 924030 to allow for Motorola Subject Matter Experts (SMEs) to develop a plan to deploy encryption on the 3500+- police and fire radios in the DEDIR System for the STARCOM statewide network. 2. Deny Purchase Order 924030 which would delay the rollout of encryption.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. N/A
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Motorola Solutions, Inc.	Vendor#: 10115	Dept: DuPage ETSB	Division:
Attn: Chris Chisnell	Email: chris.chisnell@motorolasolutions.com	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address: 2000 Progress Parkway	City: Schaumburg	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60196	State: IL	Zip: 60187
Phone: 847-489-9379	Fax:	Phone: 630-550-7743	Fax:
Send Payments To:		*Ship to:*	
Vendor: Motorola Solutions, Inc.	Vendor#: 10115	Dept: DuPage ETSB	Division:
Attn:	Email:	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 13, 2024	Contract End Date (PO25): Nov 12, 2025

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Encryption Plan Phase 1	FY24	4000	5820	53020		100,418.50	100,418.50
2	1	EA		Encryption Plan Phase 1	FY25	4000	5820	53020		100,418.49	100,418.49
FY is required, ensure the correct FY is selected.										Requisition Total	$ 200,836.99

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please return the PO to ETSB to send to the vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB. LMZ 10/30/24

MOTOROLA SOLUTIONS

Proposal

DuPage County, Illinois

AES Encryption Project

October 10, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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

Telephone: 1-847-576-5000
Fax: 1-312-614 4295

October 10, 2024

Ms. Linda Zerwin
Executive Director
DuPage County ETSB
420 N. County Farm Road
Wheaton, IL 60187

RE: DuPage County ETSB Phase 1 Encryption Plan

Dear Ms. Zerwin:

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the DuPage County ETSB with quality communications products and services.

Motorola Solutions' proposal includes Managed Services for Phase 1 of the DuPage County ETSB Encryption Project. These servecies will define and scope the final implementation plan for DuPage County's encryption project.

This proposal is valid for 90 days from the date of this cover letter. The proposal is subject to the terms and conditions of the attached Agreement. The DuPage ETSB may accept the proposal by delivering to Motorola Solutions the signed agreement. Alternatively, Motorola Solutions would be pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Solutions Account Executive, Chris Chisnell, at 847-489-9379.

We thank you for the opportunity to furnish the DuPage County ETSB with our products and services. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Dominick Storelli
Illinois Sales Manager
Motorola Solutions, Inc.

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Section 1

AES Encryption Project

Objective

This DuPage County Illinois AES Encryption Project is to convert from software based Advanced Digital Privacy (ADP) algorithm to a 256-bit Advanced Encryption Standard (AES-256). This AES symmetric encryption algorithm is widely recognized for its robustness and efficiency in safeguarding sensitive land mobile radio voice communications. To better assess the magnitude of this project, the effort is broken into two phases. Phase 1 goal is to develop a Final Encryption Deployment Plan that documents the final procedures associated with gracefully improving and continually protecting user radio communications while ensuring compliance with industry standards. At a high level, the development of the Final Encryption Deployment Plan will include initial assessment and planning, encryption strategy, implementation planning, policy and compliance alignment, and monitoring and maintenance. As part of Phase 2, it will cover the actual execution of the new Final Encryption Deployment Plan created in Phase 1, it will provide greater confidence in the privacy and security of DuPage County's mission critical radio communications from end to end.

Below is the outline of major tasks, divided into hierarchical levels, for developing a Final Encryption Deployment Plan (Phase 1):

Phase 1a - Initial Assessment and Planning

Task 1 – Initial Project Kickoff Call – the first formal meeting between Motorola Solutions, Inc. Systems Integration ("Motorola") and DuPage County ETSB ("Customer") team members. It serves as an opportunity to introduce key stakeholders, align on project goals, and establish clear expectations for the encryption transition project. During the call, Motorola provides an overview of the project scope, timeline, and key milestones, while customer outlines their specific objectives and concerns.

Task 2 – Customer Needs Analysis – Assess and identify business processes, security needs and long term encryption strategy. The objective is to understand specific goals, challenges, and requirements. It is important to identify, schedule meetings, and gather information from all key stakeholders, and management teams. Motorola will map out the organizations encryption requirements, regulatory obligations, and any unique constraints.

Task 3 – Current Infrastructure and Subscriber Evaluation – is a vital step in developing an effective encryption transition plan. This assessment focuses on understanding the existing communications system and encryption solutions already in place. Jointly identify any potential vulnerabilities or gaps. This includes documenting and evaluating hardware, software, network configurations, and management practices. Additionally, subscriber evaluation involves analyzing user groups, access levels, and privileges to ensure the encryption plan addresses the varying needs and security requirements of different users.

Task 4 – Risk Assessment – Jointly evaluate risks such as key management, system disruptions, performance impacts, communication downtimes, and any other type of vulnerabilities. The assessment includes evaluating the risks associated with the transition itself. By identifying and prioritizing these risks, Motorola can help the customer implement proactive measures to mitigate risks and ensure communications continuity.

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Phase 1b - Encryption Strategy Development

Task 5 – Key File Management Strategy and Policies – Mutually define the overall key slot assignment hierarchy, modes, overall distribution strategy, key management policies, storage, rotation schedule, recovery, any special considerations, and the level of encryption amongst the user group. Jointly identify processes whereas additional access controls and audits are employed to monitor key usage and detect unauthorized activities.

Task 6 – Key Sharing Inter-agency Agreements – Jointly determine Motorola's role when customer establishes inter-agency agreements. Interagency agreements are crucial for enabling secure and efficient communication among different agencies, particularly for law enforcement, and emergency response. These agreements outline the protocols and procedures for sharing encryption keys across various agencies; to seamlessly communicate during joint operations without compromising the integrity of encrypted voice communications. By establishing clear guidelines and fostering collaboration, this strengthens the collective security posture of participating agencies.

Phase 1c - Implementation Planning

Task 7 – Define Transition Timeline – a key step in ensuring a smooth and organized rollout of the encryption transition plan. Mutually develop a timeline that outlines the specific sequences of activities, milestones, and deadlines of each phase of the project, from initial assessment through implementation and final review. During this state, Motorola will provide the customer realistic expectations for how long each step will take, factoring the complexity of the current infrastructure, scope of the encryption strategy, and the resources available. Critical milestones are established to track progress and address any challenges as they arise. A well-defined transition timeline ensures that all stakeholders remain aligned; helping manage risk, keeping the project on track, and minimizing disruptions while ensuring a timely and successful encryption transition.

Task 8 – Resource Allocation Plan – Together it is critically important to identify the necessary technical, and human resources required to implement the encryption transition solution effectively. This includes identifying roles and responsibilities to key staff and project managers for overall coordination. Additionally, the plan ensures that all software and hardware requirements have been identified. By properly aligning resources with project tasks and timelines, the resource allocation plan helps avoid bottlenecks, ensures that all aspects of the transition are adequately supported, and maximizes efficiencies throughout the project.

Task 9 – Pilot Testing Plan – Motorola works with the customer to help select non-critical systems or a small subset of users for testing, ensuring that the encryption transition process performs as expected with minimal disruptions as possible to the main user operations. The pilot test plan defines the configuration of radios with the new keys, subsystems, testing procedures, and monitoring performance to detect issues. It also serves as an opportunity to discover unexpected nuances based on real world conditions. This allows for adjustments and ensures that the widespread deployment is fully optimized for the best functionality across the entire user base.

Task 10 – Develop Contingency Plan – Jointly document the policies to be in place that ensure Motorola is prepared to handle any unforeseen issues that may arise during or after implementation. The contingency plan outlines specific actions to be taken in the event of subscriber communication failures, accessibility issues, or system performance problems. This includes creating rollback procedures to revert to a previous state if the deployment encounters critical errors. The plan also details communication protocols for informing key stakeholders of any incidents, and defines escalation paths for resolving issues. As well as, what detailed information is reported if an issue is experienced; this will assist in helping respond and resolve issues in a quickly manner.

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Phase 1d - Monitor and Maintenance Plan

Task 11 – Incident Response Plan – Mutually develop an incident and response plan that outlines a structured approach to identifying, responding to, and recovering from security events that may compromise the key management systems. It includes protocols for detecting and reporting incidents, assigning response teams, and classifying severity of event. The response plan also details out specific actions, such as isolating affected systems, revoking compromised encryption keys, and initiating recovery processes to restore integrity. Additionally, the plan establishes communication guidelines for notifying stakeholders, including legal, compliance, and management teams. The customer will perform regular testing and drills to ensure readiness, a proactive measure for minimizing damage, reducing downtime, ensuring swift recovery from encryption related threats.

Task 12 – Key Rotation and Management Plan – Motorola will assist the customer in developing an outline of procedures for generating, distributing, storing, and eventually retiring encryption keys to minimize the risk of unauthorized access and potential data breaches. Key rotation involves regularly changing encryption keys according to a defined schedule or after significant events, such as system upgrades or suspected compromises. The plan also specifies the roles and responsibilities for key management, detailing who is authorized to access, generate, and manage keys. Additionally, it addresses key backup and recovery processes to ensure communications are securely maintained.

Phase 1e - Final Review and Reporting

Task 13 – Post Implementation Plan – Together Motorola and the customer will define the tasks associated with reviewing and validating systems performance, after the project is fully deployed, to ensure it meets the customer's security and operational goals. Additionally, the post-implementation plan outlines ongoing support, such as routine system audits, regular key management activities, and continuous monitoring to detect vulnerabilities or compliance issues. It should include provision for training employees on updated procedures and maintaining documentation for future reference.

Task 14 – Final Documentation – Motorola will supply the customer a fully comprehensive Final Encryption Deployment Plan (Phase 1) document that fully defines what is required to transition from one encryption platform to an entirely new one across the entire organization. The detailed scope of work should cover the steps necessary for installation and configuration of the land mobile radio equipment and key file management system, testing and validation across entire network, any integration and upgrades to current infrastructure, and the estimated timeline for completion. Additionally, identifying the hardware, software licenses, and any additional resources needed for a successful implementation.

Summary

Motorola's professional services to develop the Final Encryption Deployment Plan (Phase1) involves delivering expert guidance, technical support, and the creation of a customized formal implementation plan to ensure successful transition between encryption algorithms. These services include assessing customer's current infrastructure and subscribers, identifying those impacted, and developing a tailored encryption strategy that aligns with both security goals and regulatory requirements. Motorola will work closely with the customer to ensure all the details necessary for a successful transition are a part of the Final Encryption Deployment Plan (Phase 1) document. The document will include initial assessment, key management strategy, implementation plan and timeline, monitor and maintenance plan, as well as final review and reporting. These deployment details will ensure long-term sustainability and interoperability of the customer's secure communication system. At the conclusion of Phase 1, Motorola will be in a position to follow up with a request for quote to determine the actual costs required to fulfill the scope defined in Final Encryption Deployment Plan. This will provide the customer the final costs associated with the execution of a well thought out tailored deployment plan (Phase 2, the

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implementation phase) to successfully transition to a new encryption algorithm and the support that goes with it.

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Section 2

Pricing Summary and Payment Terms

#	TASK	TOTAL	PM	ENG	ST
Phase 1A – Initial Assessment and Planning					
1	Initial Project Kickoff Call		$2,789.40	$2,789.40	$2,789.40
2	Customer Needs Analysis		$13,947.01	$13,947.01	$13,947.01
3	Current Infrastructure and Subscriber Evaluation		$13,947.01	$13,947.01	$13,947.01
4	Risk Assessment		$6,973.51	$5,578.81	$5,578.81
Phase 1A Subtotals			**$37,656.93**	**$36,262.23**	**$36,262.23**
Phase 1B – Encryption Strategy Development					
5	Key File Management Strategy and Policies		$4,184.10	$2,789.40	$2,789.40
6	Key Sharing Inter-agency Agreements		$4,184.10	$2,789.40	$2,789.40
Phase 1B Subtotals			**$8,368.20**	**$5,578.80**	**$5,578.80**
Phase 1C – Implementation Planning					
7	Define Transition Timeline		$4,184.10	$2,789.40	$2,789.40
8	Resource Allocation Plan		$4,184.10	$2,789.40	$2,789.40
9	Pilot Testing Plan		$8,368.21	$8,368.21	$8,368.21
10	Develop Contingency Plan		$4,184.10	$2,789.40	$2,789.40
Phase 1C Subtotals			**$20,920.51**	**$16,736.41**	**$16,736.41**
Phase 1D – Monitor and Maintenance Plan					
11	Incident Response Plan		$2,789.40	$2,789.40	$2,789.40
12	Key Rotation and Management Plan		$2,789.40	$2,789.40	$2,789.40
Phase 1D Subtotals			**$5,578.80**	**$5,578.80**	**$5,578.80**
Phase 1E – Final Review and Reporting					
13	**Post Implementation Plan**		$5,578.81	$2,789.40	$2,789.40
14	**Final Documentation**		$5,578.81	$2,789.40	$2,789.40
Phase 1E Subtotals			$11,157.62	$5,578.80	$5,578.80
Subphase Totals			**$83,682.06**	**$69,735.04**	**$69,735.04**
				Total of all Phases	**$223,152.14**
				State Contract Discount	(-$22,315.22)
				Adjusted Sale Price	**$200,836.99**

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Payment Terms

Payment terms are in accordance with IL Government Prompt Payment Act 50 ILCS 505.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

1. 50% of the Contract Price due upon contract execution (due upon effective date);

2. 50% of the Contract Price due upon Completion of Services.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

The contract price of $200,836.99, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

Customer contact Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone:_____
Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

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Section 3

Contractual Documentation

PROFESSIONAL SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and DuPage County, IL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

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

Section 1 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

1.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

1.2. "Contract Price" means the price for the Services and Deliverables, excluding any applicable sales or similar taxes, as set forth in Section 3.1.

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

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

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

1.6. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, processes, methodologies, tools, techniques, and other intellectual property rights.

1.7. "Services" means those professional services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Statement of Work.

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1.8. “Statement of Work” means the statement of work attached hereto as Exhibit A and incorporated herein by this reference (if applicable). The Statement of Work describes the Services and Deliverables (if any) that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

Section 2 SCOPE OF AGREEMENT; TERM

2.1 Motorola and Customer will perform their respective responsibilities as described in this Agreement. Motorola will provide to Customer the Services and Deliverables (if any). To enable Motorola to perform the Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola’s employees are working on Customer’s premises, and other general assistance. If the Statement of Work contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

2.2 Motorola will assign qualified employees who have the requisite experience and competencies to perform the Services with reasonable skill and care. Motorola will provide and furnish all material, labor, supervision, tools, apparatus, equipment and incidental expenses for accomplishing the Services with the exception of those items mentioned in this Agreement to be provided by Customer.

2.3 If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from offering or selling the recommended products or other services to Customer. If Customer is a governmental body or agency, it represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

2.4 Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services. If Customer delays Motorola’s performance of the Services, modification of the performance schedule or an increase in the Contract Price may occur.

2.5 Unless terminated in accordance with other provisions of this Agreement, the term of this Agreement begins on the Effective Date and continues until completion of the Services.

2.6 During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

2.7 ASSESSMENT OF SYSTEMS AND OPERATIONS. If Customer is purchasing Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in this Addendum, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer’s or a third party’s information systems, equipment, voice transmissions, and the data, including, but not

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limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

2.8 NETWORK SECURITY. If Customer is purchasing network security assessment or network monitoring Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

2.9 APPLICATION DEVELOPMENT. (Intentionally omitted)

Section 3 CONTRACT PRICE AND PAYMENT

3.1 The Contract Price in U.S. dollars is described in the proposal.

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

3.3 Motorola will submit invoices to Customer according to a mutually agreed payment schedule or, if there is no payment schedule, on a monthly basis as the Services are performed. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

3.4 Customer will reimburse Motorola for all documented reasonable travel and other expenses (over and above the normal daily expenses of working and commuting) provided by Motorola in connection with Services furnished under this Agreement.

Section 4 TIME SCHEDULE; FORCE MAJEURE

4.1 All Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a reasonable time period.

4.2 Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

Section 5 CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

5.1. CONFIDENTIAL INFORMATION.

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5.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. All Deliverables will be deemed to be Motorola's Confidential Information. Each party will: maintain the confidentiality of the other party's 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; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

5.1.2. The disclosing party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing party hereby grants to the receiving party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful business purpose in the manner and to the extent permitted by this Agreement.

5.2. PRESERVATION OF PROPRIETARY RIGHTS.

Each party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a party's Proprietary Rights to the other party.

Section 6 WARRANTY

Motorola warrants that the Services will be performed in a professional and workmanlike manner and will conform in all material respects to the Statement of Work. This warranty will be for a period of ninety (90) days following completion of the Services. If Motorola breaches this warranty, Customer's sole and exclusive remedy is to require Motorola to re-perform the non-conforming Services or to refund, on a pro-rata basis, the fees paid for the non-conforming Services. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

Section 7 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, or otherwise, will be limited to the direct 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,

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PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

SECTION 8 DEFAULT AND TERMINATION

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

8.2. FAILURE TO CURE. If a defaulting party fails to cure the default as provided above in Section 8.1, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information. If Customer is the non-defaulting party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Services performed.

Section 9 DISPUTES

9.1. SETTLEMENT PREFERRED. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

9.2. LITIGATION. A party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section

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before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the party.

Section 10 GENERAL

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

10.2. ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party (which will not be unreasonably withheld or delayed), except that Motorola may assign this Agreement to any of its affiliates.

10.3. SUBCONTRACTING. Motorola may subcontract any portion of the Services without the prior written consent of Customer, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

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

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

10.8. 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 Illinois.

10.9. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to the subject matter. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by

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authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not amend or modify this Agreement.

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

10.11. COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement.

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

10.13. SURVIVAL OF TERMS. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 3 (Contract Price and Payment); Section 5 (Confidential Information and Proprietary Rights); Section 7 (Limitation of Liability); Section 8 (Default and Termination); Section 9 (Disputes); and all General provisions in Section 10.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

MOTOROLA SOLUTIONS, INC.	CUSTOMER
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

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