

RESOLUTION NO. 2009-260

SPONSOR Mr. Pry

DATE June 29, 2009

COMMITTEE Public Safety

A Resolution confirming an award by the Board of Control of a purchase contract with Motorola, Inc., for a service agreement for infrastructure maintenance of the Summit County 800 MHz Regional Radio System equipment for the period 9/1/09 to 8/31/10, as Sole Source, in an amount not to exceed \$113,470.92, for the Executive's Department of Law, Division of Public Safety, and declaring an emergency.

WHEREAS, the Board of Control, at its meeting held June 10, 2009, awarded a purchase contract to provide the aforementioned service agreement, subject to confirmation by County Council; and,

WHEREAS, County Council has determined by reviewing all pertinent information that the contract is necessary and in the best interest of the County of Summit;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that:

SECTION 1

The award by the Board of Control of a purchase contract with Motorola, Inc., for a service agreement for infrastructure maintenance of the Summit County 800 MHz Regional Radio System equipment for the period 9/1/09 to 8/31/10, as Sole Source, in an amount not to exceed \$113,470.92, is hereby confirmed and the County Executive is hereby authorized to execute such contract.

SECTION 2

This Resolution is hereby declared an emergency in the interest of the health, safety and welfare of the citizens of the County of Summit, and for the further reason to immediately provide the aforementioned service agreement.

SECTION 3

Provided this Resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

SECTION 4

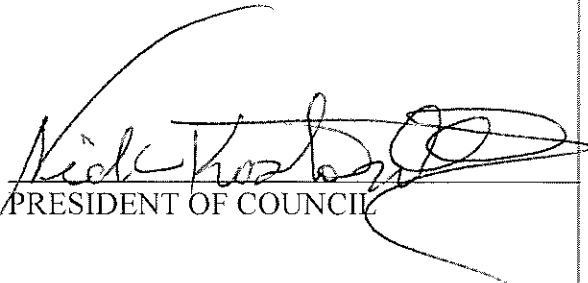
It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

RESOLUTION NO. 2009-260
PAGE TWO

INTRODUCED June 15, 2009

ADOPTED June 29, 2009


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

APPROVED June 29, 2009


EXECUTIVE

ENACTED EFFECTIVE June 29, 2009

Voice Vote: 11-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras
Poda, Prentice, Rodgers, Schmidt, Shapiro, Smith

09-280



SERVICE AGREEMENT

Attn: National Service Support
 1309 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001000747
 Contract Modifier: RN12-MAY-09 08:02:51
 Supersedes Agreement(s):

Date: 05/12/2009

Company Name: SUMMIT COUNTY OHIO
 Attn:
 Billing Address: 175 S Main St Rm 742
 City, State, Zip: Akron, OH 44308
 Customer Contact: Bob Scarlatelli
 Phone: 330-643-8008
 Fax:

Required P.O.: Yes
 Customer #: 1035702895
 Bill to Tag #: 0001
 Contract Start Date: 09/01/2009
 Contract End Date: 08/31/2010
 Anniversary Day: Aug 31st
 Payment Cycle: ANNUAL
 Tax Exempt: Exempt From All Taxes
 PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
4	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	\$86.40	\$1,036.80
1	SVC817AB	ENH: MONITORS (ADDITIONAL)	\$84.20	\$1,010.40
14	SVC824AA	CENTRAL ELECTRONICS BANK (CEB)	\$422.80	\$5,073.60
17	SVC680AB	CHANNEL BANK	\$1,416.10	\$16,993.20
7	SVC692AB	GOLD SERIES ELITE	\$527.10	\$6,325.20
1	SVC697AB	MTC3600	\$62.50	\$750.00
1	SVC701AB	CPU		
1	SVC01SVC1102C	DISPATCH SERVICE	\$120.00	\$1,440.00
8	SVC242AC	ENH: DISPATCH CENTER LOCATION	\$381.60	\$4,579.20
8	SVC234AA	ENH: SMARTZONE SITE		
8	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE	\$216.00	\$2,592.00
130	SVC131AA	ENH: SMARTZONE SITE	\$2,067.00	\$24,804.00
17	SVC132AA	ENH: SMARTZONE STATION	\$214.20	\$2,570.40
1	SVC134AA	ENH: SMARTZONE OPERATOR POSITI	\$66.00	\$792.00
1	SVC146AA	ENH: SMARTZONE SYSTEM	\$0.01	\$0.12
1	SVC455AE	ENH: DISPATCH SITE		
8	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE	\$1,920.00	\$23,040.00
17	SVC218AA	SITES	\$1,632.00	\$19,584.00
1	SVC220AA	OPERATOR POSITIONS	\$240.00	\$2,880.00
1	SVC986AA	DISPATCH CENTER LOCATION		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

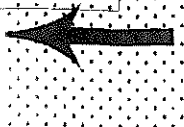
Subtotal - Recurring Services	\$ 9,455.91	\$ 113,470.92
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$ 9,455.91	\$ 113,470.92
Taxes	-	-
Grand Total	\$ 9,455.91	\$ 113,470.92
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.		

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM	SCHAUMBURG	IL

09-260

SUPPORT-TECHNICAL SUPPORT D0068		
B & C COMMUNICATIONS	AKRON	OH

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME) <i>Jim Althoff</i>	<i>Technical Service Manager</i>	<i>5-13-09</i>
MOTOROLA REPRESENTATIVE (SIGNATURE) Jim Althoff	TITLE 217-875-1922	DATE 217-875-1922
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

Lf

Service Terms and Conditions

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. 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 OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. 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. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS

09-260

THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

ADDENDUM TO AGREEMENT

This Addendum to the Motorola Service Agreement ("Agreement") is made by and between the County of Summit, Ohio ("County"), an Ohio political subdivision, with its principal place of business located at 175 South Main Street, 8th Floor, Akron, Ohio 44308 and Motorola, Inc. ("Motorola"), with its principal place of business located at 1301 E. Algonquin Road, Schaumburg, Illinois 60196.

Whereas Motorola and County desire to amend the Agreement prior to execution;

NOW, THEREFORE, the following amended terms and conditions shall apply to the Service Agreement and Service Terms and Conditions (collectively, the "Agreement"):

1. Any and all references defining the Term shall be deleted in its entirety and replaced with the following:

"Term. The Term shall commence on September 1, 2009 and terminate on August 31, 2010. The Agreement shall be renewed upon the written consent of both parties."

2. Any and all references to the amount to be paid by the County shall be deleted in its entirety and replaced with the following:

"Amount. The Amount to be paid by the County pursuant to the terms of the Agreement shall not exceed \$113,470.92."

3. The document titles "Service Agreement Terms and Conditions" is amended as follows:

Section 1 Applicability is deleted in its entirety and replaced with the following:

"The Agreement, as defined later herein, shall apply to the services as described in the document titled "Service Agreement"."

Section 2 Definitions and Interpretation is deleted in its entirety and replaced with the following:

"2.1. "Agreement" means collectively the documents titled "Service Agreement", "Service Terms and Conditions" and this "Addendum to Agreement".

2.2. "Equipment" means the equipment specified in this Agreement and subsequently added with the written consent on the parties.

2.3 "Services" means the installation, maintenance, repair, support, training, and other services as set forth in the Agreement."

Section 4 Scope of Services shall be amended as follows:

4.1 The following shall be added: "Any additional cost for such work shall require the County's written consent."

4.3 The following shall be added: "Any additional cost for such work shall require the County's written consent."

4.4 The following shall be deleted: "Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice."

4.6 The following shall be added: "Any additional cost for such work shall require the County's written consent."

4.7 The following shall be added: "Motorola understands and acknowledges the Equipment is used for providing emergency and safety services to the public and Motorola shall use its best efforts to timely respond."

Section 6 Time and Place of Services shall be amended as follows:

The following shall be deleted: "Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses."

Section 8 Payment shall be deleted in its entirety and replaced with the following:

"Unless alternative payment terms are stated in this Agreement, Motorola will invoice County in advance for each payment period. All other charges will be billed monthly. Invoices shall be paid within (30) days of receipt by County ("Payment")."

Section 10 Default/Termination is deleted in its entirety and replaced with the following:

Termination without Cause. County reserves the right to terminate this Agreement or any part of this Agreement for its sole convenience. In the event of termination under this paragraph, Motorola will immediately stop all work and will immediately cause any of its suppliers or subcontractors to cease all work related to this agreement. County will pay Motorola for all services satisfactorily performed prior to notice of termination.

Termination for Cause. If Motorola defaults in the performance of this Agreement, the County will give to Motorola a written and detailed notice of the default. Motorola will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the County and begin implementing the cure plan immediately after plan approval. If Motorola fails to provide or implement the cure plan, then the County will have the unrestricted right to terminate this Agreement without any obligation to Motorola upon the happening of any one or more of the following events:

- (a) Motorola's insolvency or commission of an act affecting or evidencing bankruptcy;
- (b) Filing voluntary or involuntary petition of bankruptcy by or against Motorola;
- (c) Appointment of a receiver for Motorola by any Court of competent jurisdiction;
- (d) Motorola's failure to provide services within the time specified by this agreement or any previous agreement;
- (e) Motorola's failure to perform any other provisions of this agreement or previous agreements, and
- (f) Cancellation of any government contract for which this agreement is issued.

The acceptance of services after the occurrence of any of the above named events will not

effect the right of the County to terminate under this paragraph; however, the County will pay Motorola for those services satisfactorily performed and accepted.”

Section 12 Exclusive Terms and Conditions is deleted in its entirety.

Section 13 Proprietary Information; Confidentiality; Intellectual Property Rights shall be amended as follows:

13.2 The following shall be deleted: “Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential.”

Section 16 Materials, Tools, and Equipment shall be amended as follows:

The following shall be added: “The County shall protect from theft all Equipment while on the County’s premises.” The remainder of Section 16 is deleted.

Section 17 General Terms is deleted in its entirety except for the following provision:

17. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party’s reasonable control, such as strikes, material shortages, or acts of God.

4. The following provisions shall be added to the original agreement:

Indemnification. Motorola agrees to indemnify, defend and hold harmless the County and all of its employees and agents from any and all losses, claims or damages from Motorola, its employees, agents, representatives, or any other parties working on its behalf, in the performance of this Agreement. The indemnification shall survive the termination of this Agreement. Motorola agrees to waive the protection of any Workers’ Compensation laws with respect to claims for contributions or indemnification by the County.

No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed to be or to create a joint venture or partnership between the County and Motorola. The relationship of Motorola to the County under this Agreement is that of an independent contractor.

Reports and Records. Motorola shall maintain and provide to the County upon demand the following records and reports: Accounting and fiscal records adequate to enable the County and/or the State of Ohio to audit and otherwise verify claims for reimbursement, and other records and reports as required by the County to enable it to comply with local, state and federal statutes and regulations. The County shall have the right to audit which includes the right of the County’s internal auditing department to access any proprietary software and hardware systems to audit and verify compliance including but not limited to generating system reports and summaries, verifying passwords and other security protections and verifying proper functioning. Motorola shall maintain all records related to this Agreement and the administration of the program for three (3) years after the County makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been

started before the expiration of the three (3) year period, Motorola shall retain the records until completion of the action and all issues that arise from it or until the end of the three year period, whichever is later. At no time will cost data or trade secrets be subject to inspection or audit.

Confidentiality. This agreement is confidential between County and Motorola, and Motorola agrees that none of the details connected with this agreement will be published or disclosed to any third party without County's written consent. Motorola will not advertise or publish the fact that the County has contracted to purchase services from Motorola, and Motorola will not disclose any information relating to request for services without the County's prior written consent. The Agreement is subject to the Ohio Public Records Act pursuant to Ohio Revised Code §149.43.

Compliance. Motorola agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

Drug Free Workplace. Motorola will comply with all applicable Ohio laws regarding maintaining a drug free workplace. Motorola will make a good faith effort to ensure that all its employees, while working on County property, do not possess and will not be under the influence of illegal drugs or alcohol or abuse prescription drugs.

Insurance. In the event Motorola's duties under this Agreement require or contemplate performance of services by Motorola's employees or persons under contract to Motorola to be done on County's property, Motorola agrees that all work will be done as an independent contractor and that the persons doing the work will not be considered employees of the County. Motorola will maintain all necessary insurance coverage, including public liability workers compensation insurance. Motorola will indemnify and save harmless and defend County from any and all claims or liabilities arising out of the work covered by this Agreement.

Waiver. The remedies contained in this Agreement will be cumulative, and additional to any other remedies provided in law or equity. No waiver of a breach of any provision of this agreement will constitute a waiver of any other breach or of any provisions, and no course of conduct or any delay by County in exercising any rights under this Agreement will waive any rights of County to modify this Agreement.

Modification. Any modification of this Agreement to be valid must be in writing and signed County's authorized representative.

Non-Assignment. Motorola agrees not to assign or delegate the performance of its duties under this Agreement without written consent from the County. Any assignments, delegations or substitution attempted without the previous written consent of the County will effect, at the option of County, cancellation of all the County's obligations under this Agreement. County agrees that Motorola may subcontract with Comproducts Inc. dba B & C Communications to perform the services described in this agreement.

Jurisdiction. This Agreement will, in all respects, be governed by the laws of the State of

Ohio without regard to conflict of law principles. All litigation arising under this Agreement must be litigated in the Akron Municipal Court or the Summit County Court of Common Pleas, and Motorola permits itself to the jurisdiction and venue of those courts.

Entire Agreement. This Agreement and any documents incorporated by reference constitute the entire agreement of the parties.

Conflict. In the event of a conflict between the Service Agreement, Service Terms and Conditions or the Addendum to Agreement, the terms of this Addendum to Agreement shall apply. If this Agreement is entered into pursuant to Ohio R.C. 125.04, also known as House Bill 100, the State of Ohio Terms and Conditions shall apply in the event of a conflict.

Unresolved Findings of Recovery and Compliance with Vendor Campaign Contribution Law. Pursuant to Ohio Revised Code §9.24, Motorola represents and warrants that no unresolved findings of recovery have been issued against Motorola by the Auditor of the State of Ohio. If this is a contract for goods or services in excess of \$500, the vendor hereby certifies that all persons identified in Ohio Revised Code sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code sections 3517.13(I)(1) and 3517.13(J)(1), respectively.

Intending to be legally bound, the parties have signed this Addendum effective as of the date signed by the Executive for the County of Summit.

MOTOROLA, INC.

COUNTY OF SUMMIT

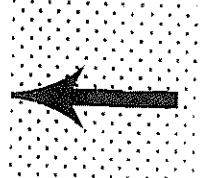
By: Jim Althoff

By: _____
Russell M. Pry, Executive Date

Printed Name: Jim Althoff

Title: Territory Service Manager

Approved as to form:



Richard E. Dobbins Date
Director, Department of Law