

## CONTRACT FOR THE PURCHASE OF NG9-1-1 EQUIPMENT AND SERVICES

The Parties hereby enter into this contract, effective on \_\_\_\_\_, 2023 (“Effective Date”), between Motorola Solutions, Inc. f/k/a Emergency CallWorks, Inc. (“MSI” or “ECW”) and Waterford Township, through its Police Department”, for the purchase of Next Generation 911 Equipment and Services (“End User Contract”).

Whereas, MSI and the County of Oakland, MI, entered into a Contract (No. 004698) for the purchase of Next Generation 911 Equipment and Services (“Contract”), which was amended (under Amendment 3) December 18, 2020 to, among other things, update Exhibit VI to reflect new pricing for Non-Oakland County users and extend the term of the Contract through January 31, 2026. A copy of the Contract and Amendment 3 (collectively referred to herein as the “Primary Contract”) is attached hereto and incorporated herein by reference as Exhibit A.

For an amount not to exceed \$81,442.68, Waterford Township, through its Police Department agrees to abide by the terms and conditions of the Primary Contract, including its Exhibits, and whenever “County” is referred

to in the Primary Contract, and only for purposes of this End User Contract, it will have the same effect as referring to

Waterford Township, through its Police Department, except as set forth below:

1. **Section 5.1 of the Contract shall be replaced in its entirety with the following:**
  - a. **Performance of Deliverables.** Contractor shall provide all Deliverables and Equipment identified in and as set forth in Exhibits II and VI or any Amendments to the Primary Contract.
2. **Section 5.2 of the Contract is hereby deleted for purposes of this End User Contract.**
3. **Section 5.4 of the Contract shall be replaced in its entirety with the following:**
  - a. **Financial Obligations.** Except as otherwise set forth in this End User Contract, Waterford Twp. Police Department sole financial obligation hereunder shall be set forth Exhibits IV and VI of the Primary Contract. The amount and manner of payment of the financial obligation shall be a Purchase Order based on its respective amount in Exhibit VI of the Primary Contract.
4. **Section 5.5 of the Primary Contract shall be replaced in its entirety with the following:**
  - a. **Payment Obligations.** Except as otherwise set forth in Exhibits II, IV and VI, Contractor shall submit an invoice to Waterford Township, through its Police Department Contract Administrator, or equivalent, itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) itemized list of Deliverables;  
(c) Contractor Tax ID Number (federal and State); and (d) any other information reasonably requested Township, through its Police Department shall have no obligation to make a payment under this End User Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein). Unless otherwise set forth in Exhibit II, Waterford Township, through its Police Department shall only pay Contractor for Deliverables under this End User Contract and not any subcontractors or assignees of Contractor.

5. Section 7.4 of the Primary Contract shall be replaced in its entirety with the following:

a. Limitation of Liability. Except for Claims resulting in personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed Eighty Seven Thousand Four Hundred Fifty Eight Dollars and Twenty Seven Cents (\$87,458.27). ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL 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 CONTRACT, THE SALE OR USE OF THE DELIVERABLES OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision.

6. Waterford Twp. Police Department hereby agrees to abide by the terms, conditions, limitations and restrictions contained in Exhibit III (Software License Agreement) of the Primary Contract and further agrees and acknowledges that:

- a. The County of Oakland is purchasing and is thereby granted all personal, limited, non-transferable and non-exclusive Software licenses under the Primary Contract as more fully described in Section 3 of Exhibit III.
- b. Waterford Township, through its Police Department will not be a Licensee of the Software under the Primary Contract.
- c. Waterford Township, through its Police Department is a user of the Software under the Primary Contract.

7. Exhibit IV – Maintenance Agreement of the Primary Contract, is hereby modified as follows:

- a. Section 2.1 is hereby replaced with the following:
  - i. Fees for services under this Agreement are set forth in Amendment 3 to the Primary Contract (see Exhibit A).
- b. Section 3.3 is not applicable to this Contract.
- c. Schedule A – “7x24x365 Service – 4-hour On-Site Response Fee Schedule” shall be in accordance with Exhibits II & VI of the Primary Contract.
- d. Schedule A – “Spare Parts Kit – COUNTY Site Location(s)” is not applicable to this Contract.

The Parties hereby enter into this End User Contract as of the Effective Date.

**Motorola Solutions, Inc.**

**Waterford Twp. Police Department**

By: Mark Blaser  
 Name: Mark Blaser  
 Title: Customer Support Manager  
 Date: 4.18.2023

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Pos. Count  
5  
Yrs. Spt.  
3.6

Site Name:  
Waterford PD  
Solution being Delivered:  
Maintenance Extension

Outbound Text  
No

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
5	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$7,560.00	\$6,426.00
10	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$4,500.00	\$3,825.00
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$6,750.00	\$5,737.50
5	ECX100201	VoIP Phone	\$345.00	EA	\$1,725.00	\$1,466.25
1	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf (BA 3/8/22 Added back for 8	\$61.00	EA	\$61.00	\$51.85

**Hardware Sub-Total** \$20,596.00 \$17,506.60

Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price	
5	ECX200001	CALLSTATION License	\$13,000.00	EA	\$65,000.00	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party (BA Added 3/9/2022)	\$3,595.00	EA	\$3,595.00	\$0.00
20	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$1,960.00	\$0.00

**Software Sub-Total** \$70,555.00 \$3,055.75

Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price	
20	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$2,200.00	\$2,200.00

**Configuration Services Sub-Total** \$2,200.00 \$2,200.00

Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price	
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$1,250.00	EA	\$1,250.00	\$1,062.50
2	ECX500105	PDU, Rack Mount, Horz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50

**Peripherals / Network Sub-Total** \$8,790.00 \$7,471.50

Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price	
10	ECX700001	PROJECT MANAGEMENT, UNIT (Add Add'l Unit for RapidSOS)	\$990.00	EA	\$9,900.00	\$9,405.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$7,456.29	UN	\$7,456.29	\$7,083.48
1	ECX800001	SYSTEM ENGINEERING, Lot	\$2,706.74	UN	\$2,706.74	\$2,571.40

**Professional Services Sub-Total** \$20,063.03 \$19,059.88

**TOTAL NR Charges:** \$122,204.03 \$49,293.73

Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price	
1	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$42,333.00	EA	\$818.58	\$0.00
3	ECX900004	ONSITE MAINTENANCE, per YEAR	\$9,000.00	EA	\$36,779.17	\$33,000.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$734.65	EA	\$2,203.95	\$2,203.95

**Sub-Total Recurring Charges:** \$39,801.70 \$38,164.55

\*\*\*\*\* TOTAL COST OF OWNERSHIP: \$162,005.73 \$81,442.68

3.6 YEAR(S)