

PO 66808

**NOTICE OF ASSIGNMENT AND AMENDMENT OF ASSIGNED SYSTEM INTEGRATION
SERVICES AGREEMENT (PO PS 1836)**

BETWEEN

11/1/17 -
12/31/19

THE CITY OF CHICAGO
OFFICE OF EMERGENCY MANAGEMENT AND CONTROL

AND

MOTOROLA SOLUTIONS, INC.



OEMC Camera Infrastructure Program



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ARTICLE 1. INTRODUCTION

This Agreement (the "**Agreement**") is entered into as of the 6 day of November, 2017 ("**Effective Date**") by and between Motorola Solutions, Inc., a Delaware corporation ("**Consultant**" or "**Contractor**"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Office of Emergency Management and Communications ("**City**" or "**OEMC**"), at Chicago, Illinois (collectively the "**Parties**").

WHEREAS, pursuant to Municipal Code Section 2-29-040, the Executive Director of OEMC and his designees are authorized to negotiate and execute with other governmental units agreements for the placement of City emergency telecommunications antennas and other equipment;

WHEREAS, the City and the Public Building Commission (PBC) entered into an intergovernmental agreement ("**IGA**"), which authorizes the PBC to enter into one or more agreements to undertake a program to integrate, upgrade and expand OEMC's existing surveillance network system and compatible surveillance systems throughout the City and, through approved consultants, contractors, and integrators, to plan, develop, implement, maintain and provide equipment, software and services for a citywide camera and surveillance network as prescribed by OEMC (the "**Program**");

WHEREAS, the PBC entered into a System Integration Services Agreement (the "**PBC Agreement**") for the OEMC Camera Infrastructure Program with Consultant, effective January 1, 2011 and attached hereto as Exhibit 1;

WHEREAS, the PBC Agreement provides that the services will be performed on a task order basis ("**Task Orders**");

WHEREAS, pursuant to the PBC Agreement, the PBC issued numerous Task Orders to Consultant, and the City will take assignment of 3 of those Task Orders from PBC provided that Consultant has executed this Agreement (in which, among other things, it agrees to certain additional legally required local and federal grantor terms) and that Consultant amends such task orders as agreed to by OEMC and Consultant;

WHEREAS, in accordance with Section 2.11 of the PBC Agreement, PBC and the City wish for PBC to assign to the City, subject to the terms and conditions of this Agreement, (i) the PBC Agreement as it relates to all future work and equipment provided under certain already issued Task Orders listed in Section 5.3 hereof ("**Task Orders Eligible for Assignment**"), subject to the conditions precedent in Section 5.3 hereof; and (ii) the PBC Agreement with Motorola as it relates to all Task Orders that may be issued under the PBC Agreement in the future ("**Prospective Task Orders**");

WHEREAS, for all other Task Orders issued by PBC to Motorola ("**Retained Task Orders**"), the PBC Agreement as it relates to such Task Orders shall not be assigned to the City.



The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Agreement to the full satisfaction of the City.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

ARTICLE 2. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement.

ARTICLE 3. INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1: PBC Agreement
- Exhibit 2: Revised and Additional City Terms and Conditions
- Exhibit 3: Federal Funding Required Terms and Conditions
- Exhibit 4: Grant Agreements
- Exhibit 5: Insurance Requirements and Certificate of Insurance
- Exhibit 6: 2017 Schedule of Hourly Rates for Professional Services
- Exhibit 7: Master Price List
- Exhibit 8: Service Level Agreement

ARTICLE 4. GENERAL TERMS AND CONDITIONS

4.1 Term and Extension Options.

Pursuant to Article 3 of the PBC Agreement, the term of performance extended through December 31, 2015, unless terminated earlier or extended pursuant to the terms of PBC Agreement Section 3.3. Section 3.3 permits up to a total of four (4) years in extensions. PBC previously extended the PBC Agreement for two (2) years through December 31, 2017. The City wishes to extend the Agreement for an additional two (2) years. Accordingly, this Agreement shall continue until the sooner of (a) December 31, 2019, unless terminated earlier or extended pursuant to Section 4.1.1 below, or (b) the City's award of a replacement contract.

4.1.1 Agreement Extension Option.

At any time before the expiration of this Agreement the Executive Director of OEMC may elect to extend this Agreement for up to 181 days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract, subject to acceptable performance by the Consultant and contingent upon the appropriation of sufficient funds. The Executive Director of OEMC will give Consultant notice of the City's intent to exercise its option to renew the Agreement for the approaching option period.

4.2 Notices



Article 9 of the PBC Agreement (attached hereto as Exhibit 1) is hereby amended to add the following address for the City and to modify the address for Consultant:

"If to the City: City of Chicago Office of Emergency Management and Communications
ALICIA TATE-NADEAU
EXECUTIVE DIRECTOR
1411 W. MADISON ST.
CHICAGO, IL 60607"

"If to the Consultant: Motorola Solutions, Inc.
Attn: Darron Ramsey, Service Manager, 38th Floor
500 W. Monroe St.
Chicago, IL 60661

With Copy to: Motorola Solutions, Inc.
Attn: Law Department, 43rd Floor
500 W. Monroe St.
Chicago, IL 60661"

4.3 No Obligation to Issue Task Orders

Section 2.1.4.1.1 of the PBC Agreement is replaced with the following:

All Services must be authorized by a written Task Order. This Agreement does not obligate the City to issue any Task Orders to Consultant, and Consultant is not guaranteed any specific dollar value of Services. Services will be determined by the City on an as-needed basis. The City is free to contract with other parties for any or all portions of the Services contemplated under this Agreement.

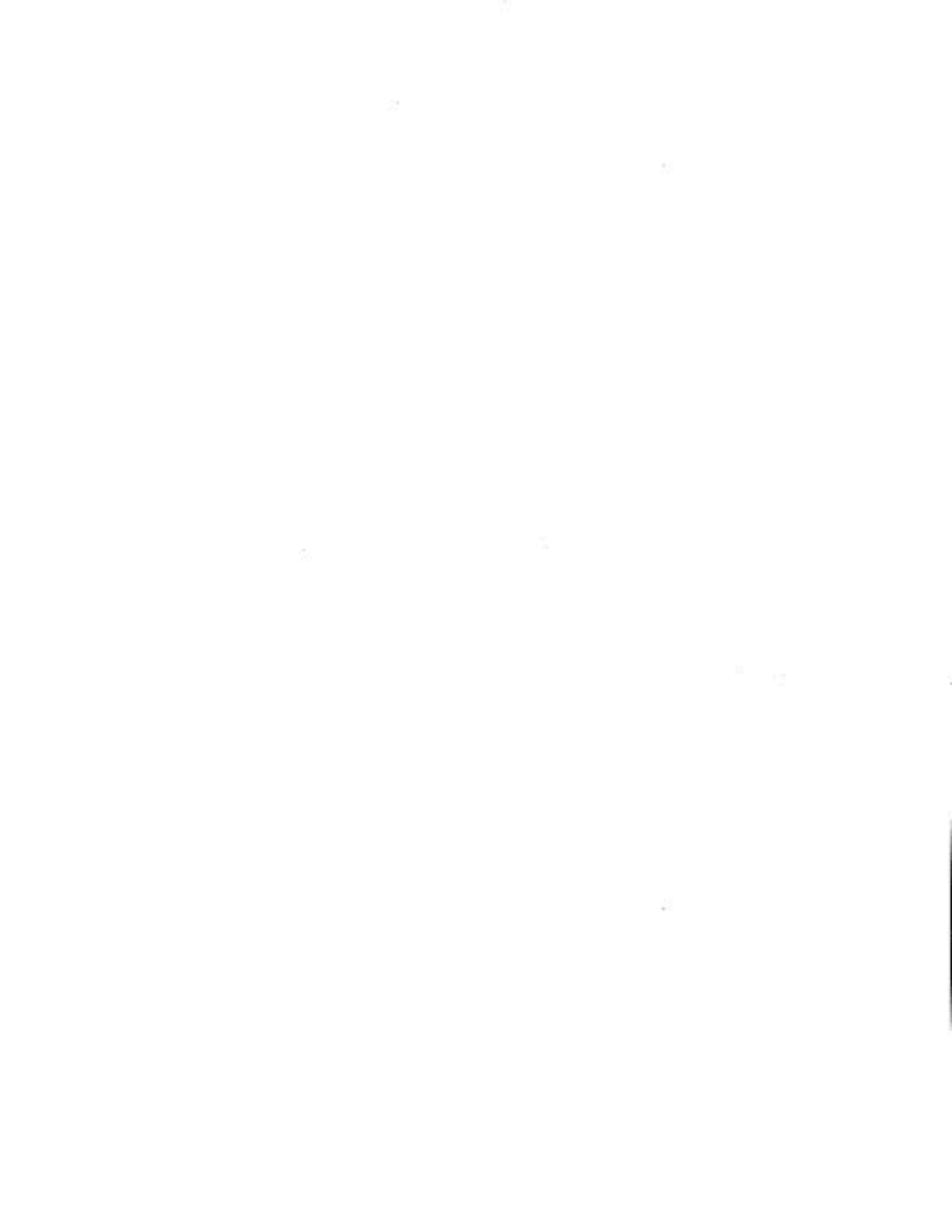
4.4 Early Termination

Section 7.3 of the PBC Agreement is replaced with the following:

The City may terminate this Agreement or the Services to be performed under it, in whole or in part, at any time by a notice in writing from the City to the Consultant. The City will give notice to the Consultant in accordance with the provisions of Article 9. The effective date of termination will be the date the notice is received by the Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 9 (if no date is given) or upon the effective date stated in the notice.

After the notice is received, the Consultant must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly.

Consultant is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Consultant is in full settlement for all services, work or goods satisfactorily provided under this Agreement. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant. If the Consultant disputes the amount of



compensation determined by the City to be due Consultant, then the Consultant must initiate dispute settlement procedures in accordance with the Disputes provision in the Agreement.

If the City's election to terminate this Agreement for default pursuant to the default provisions of the Agreement is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

4.5 Hourly Rates for Professional Services

The 2017 rates and terms set forth in Exhibit 6 hereto shall apply to Prospective Task Orders.

4.6 Master Price List

The Master Price List in Exhibit 7 hereto shall apply to Prospective Task Orders.

ARTICLE 5. TERMS GOVERNING ASSIGNMENT OF PBC AGREEMENT TO OEMC

5.1 Assignment of Prospective Task Orders

Pursuant to the Assignment Agreement (defined in Section 6.1 herein), PBC has assigned to OEMC the PBC Agreement as it relates to all Prospective Task Orders that may be issued under the PBC Agreement in the future. With respect to all such Prospective Task Orders to be issued by OEMC pursuant to this Agreement, OEMC shall assume the rights and responsibilities afforded to PBC pursuant to the PBC Agreement.

5.2 Potential Assignment of Task Orders Eligible for Assignment

The following constitute Task Orders Eligible for Assignment, which may be assigned to OEMC pursuant to the Assignment Agreement:

- (a) Task Order # 932 – OEMC Access Control Maintenance and Repairs Phase I
- (b) Task Order # 935 – 2017 OVS Maintenance and Repairs
- (c) Task Order # 936 – CPD LPR Tier 1 Maintenance

The Assignment Agreement contains a framework for acceptance of assignment by OEMC for Task Orders Eligible for Assignment, pursuant to which OEMC will only assume Task Orders Eligible for Assignment if certain conditions precedent have been met, including that OEMC must reach a written agreement with Motorola on amendments to each Task Order Eligible for Assignment on such matters that OEMC deems important, including, without limitation, defining applicable service level agreements and refining compensation schedules. With respect to Task Orders Eligible for Assignment actually assigned to OEMC, OEMC shall assume the rights and responsibilities afforded to PBC pursuant to the PBC Agreement.

OEMC shall notify Motorola when OEMC takes assignment of a Task Order Eligible for Assignment from PBC. Such Task Orders shall be subject to the terms in Section 6.3 below.

ARTICLE 6. TERMS GOVERNING MOTOROLA'S PERFORMANCE OF THE SERVICES

6.1 Assignment of PBC Agreement to OEMC

PBC and OEMC have entered into an assignment agreement ("Assignment Agreement"), as further described within this Article 5. Accordingly, for purposes of this Agreement, all PBC Agreement



references to "Commission" shall be replaced with "OEMC"; references to "Executive Director" shall be replaced with "Executive Director of OEMC;" and references to "Authorized Commission Representative" shall be replaced with "Authorized OEMC Representative."

6.2 Prospective Task Orders

(a) All Prospective Task Orders will contain the applicable funding source(s) and may contain additional contract terms required by such applicable funding source(s), in addition to those terms set forth in Exhibit 3 herein.

(b) Each Prospective Task Order involving maintenance will specify applicable service level agreements (SLAs) capturing optimal system operational levels, such as uptime. Changes to SLAs will be denoted in writing via task order.

6.3 Compliance with City and Federal Terms

(a) Consultant shall comply with the terms set forth in Exhibit 2, Revised and Additional City Terms and Conditions.

(b) Consultant shall comply with the terms set forth in Exhibit 3, Required Terms for Grant-Funded Services, and Exhibit 4, Grant Agreements to the extent they are applicable to Consultant's performance of a Task Order.

6.4 Insurance Requirements

Consultant must provide and maintain, at Consultant's expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements set forth in Exhibit 5 herein, which shall replace the requirements set forth in Exhibit 5 of the PBC Agreement (attached hereto as Exhibit 1).

6.5 Service Level Agreements

The Service Level Agreement (SLA) set forth in Exhibit 8 herein shall replace Schedule 3.1(f) and the provisions of Section 2.1.3.1.7.6.c.-d. of the PBC Agreement. Notwithstanding any provision of any Task Order to the contrary, the SLA in Exhibit 8 shall apply to all Task Orders Eligible for Assignment and Prospective Task Orders involving maintenance, unless a Task Order contains a requirement more favorable to the City, in which case the more favorable requirement shall apply. If a Prospective Task Order does not involve maintenance, the Parties shall, as part of the Task Order, include appropriate service levels applicable to that Task Order. This SLA represents minimum standards with which Contractor must comply. Task Orders shall, if necessary in the City's determination, include additional Contractor obligations or requirements more favorable to the City than those set forth in the SLA.

SIGNATURE PAGE(S)

SIGNED at Chicago, Illinois:

CITY OF CHICAGO:

City of Chicago Office of Emergency Management and Communications

By: [Signature]
(Authorized Signature)

Title: _____
Executive Director of OEMC

Name: Alicia Tate-Nadeau
(Print)

MOTOROLA SOLUTIONS, INC.:

Motorola, Inc.

By: [Signature]
(Authorized Signature)

Title: JOHN ELGAR
(Print)

Name: CORPORATE VICE PRESIDENT
(Print)

SIGNED as of this 3 day of OCTOBER, 2017, by:

State of IL, County of Cook

This instrument was ACKNOWLEDGED before me this 3 day of October, 2017

Tangy McGee as [Signature] of Motorola Solutions by
Notary Public Tom Debbertin Account Manager



SIGNATURE PAGE(S)

SIGNED at Chicago, Illinois:

CITY OF CHICAGO:

*City of Chicago Office of Emergency
Management and Communications*

By: 
(Authorized Signature)

Title: _____
Executive Director of OEMC

Name: Alicia Tate-Nadeau
(Print)

MOTOROLA SOLUTIONS, INC.:

Motorola, Inc.

By: 
(Authorized Signature)

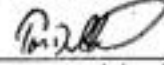
Title: JOHN ZIDAR
(Print)

Name: CORPORATE VICE PRESIDENT
(Print)

SIGNED as of this 3 day of OCTOBER, 2017, by:

State of IL, County of Cook

This instrument was ACKNOWLEDGED before me this 3 day of October,
2017

Tangy McGee as  of MOTOROLA SOLUTIONS by
Notary Public Tom Dobbertin
Account Manager

(Seal)



SOP E-75 DELEGATION OF AUTHORITY

I, **Jim Mears**, Senior Vice President of **Motorola Solutions, Inc.** ("Company"), North America Government Sales ("Division") do hereby delegate my authority to approve and execute in the name of and on behalf of the Company and **Motorola Solutions Canada Inc.** ("MSCI") contract documents (pursuant to Company policy), to the below named and titled individuals with the following dollar and other limitations as specified and explicitly set out below.

Delegation to approve and execute the following Contract documents:	
Customer purchase and sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements, subcontractor documents and other contract documents related to North America direct government sales on behalf of the Company or Motorola Solutions Canada Inc.	
To:	Value:
US S&L	
Regional Vice President (RVP)	\$ 50,000,000, <i>only when I am not available</i>
Regional Vice President (RVP)	\$ 25,000,000
Chris Lonnett	\$ 25,000,000
Territory Vice President (TVP)	\$ 10,000,000
Strategic Project Team (SPT VP)	\$ 10,000,000
T1 Area Sales Manager	\$ 1,000,000, <i>for Motorola Solutions Canada Inc.</i>
T2-T8 Area Sales Manager	\$ 1,000,000
Canada	
George Krausz	\$ 10,000,000, <i>for Motorola Solutions Canada Inc. and Company</i>
John Petrou	\$ 10,000,000, <i>for Motorola Solutions Canada Inc. only</i>
Derek Prada	\$ 10,000,000, <i>for Motorola Solutions Canada Inc. only</i>
Finance	
Dan Reilly	\$ 10,000,000, <i>only when neither I nor an authorized Division employee are available</i>
Ryan Seidl	\$ 10,000,000, <i>only when neither I nor an authorized Division employee are available</i>

Delegation to approve and execute the following Contract documents:	
Customer purchase and sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements, subcontractor documents and other contract documents related to United States Federal Government Projects on behalf of the Company.	
To:	Value:
Mark McNulty	\$ 50,000,000, <i>only when I am not available</i>
Mark McNulty	\$ 25,000,000
Ryan Seidl	\$ 25,000,000, <i>only when neither Mark McNulty nor an authorized Division employee are available</i>
Curt Steiner	\$ 25,000,000, <i>only when Mark McNulty is not available</i>
Chris Ventura	\$ 25,000,000, <i>only when Mark McNulty is not available</i>
Curt Steiner	\$ 10,000,000
Chris Ventura	\$ 10,000,000

This Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on May 31, 2018.



The authority delegated to the above-named individuals is in addition to the authority such individuals may have to approve and execute contract documents as an officer of the Company.

This Delegation can be revoked by me at any time and will automatically expire for any named and titled individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company. If a named individual is assigned a different position within the Company, the named successor is automatically given the designated authority unless a letter is provided stating otherwise.

IN WITNESS WHEREOF, I have executed this delegation of authority as of June 1, 2017.



June 1, 2017

Jim Mears
Senior Vice President,
North America Government Sales
Motorola Solutions, Inc.

EXHIBIT 1

System Integration Services Agreement Between the Public Building Commission of Chicago and Motorola, Inc. for OEMC Camera Infrastructure Program (PO PS 1836) (PBC Agreement)

See attached.



EXHIBIT 2

Revised and Additional City Terms and Conditions

1. Prohibition on Certain Contributions. Section 6.7 Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1 of the PBC Agreement is replaced with the following:

Prohibition on Certain Contributions

No Consultant or any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Consultant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Consultant, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Consultant or the date the Consultant approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Consultant and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or

personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

2. **Independent Consultant.** Section 8.9 Independent Consultant of the PBC Agreement is amended to add the following new subsections (d)-(e):

(d)(i) The City is subject to the June 16, 2014 the "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Consultant will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

(e) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3. Inspector General

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

4. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Consultant acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

5. **Wages.** Section 6.5 Chicago Living Wage Ordinance of the PBC Agreement is hereby deleted and replaced with the following:

Consultant must pay the highest of (1) "Living Wage" rate specified by MCC Sect. 2-92-610; (2) Chicago Minimum Wage rate specified by MCC Chapter 1-24, (3) the highest applicable State or Federal minimum wage; or prevailing wages.

(a) Chicago "Living Wage" Ordinance

(i) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(A) If Consultant has 25 or more full-time employees, and

(B) If at any time during the performance of this Agreement, Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(C) Consultant must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(ii) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (i)(A) and (i)(B) above are met, and will continue until the end of the term of this Agreement.

(iii) As of July 1, 2017, the Base Wage is \$12.30 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(iv) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(v) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

(b) Chicago Paid Sick Leave Ordinance

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, became effective July 1, 2017. Consultant understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

6. Ineligibility to do Business with City.

Failure by the Consultant or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Chief Procurement Officer. Consultant agrees that Consultant's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

7. Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-156-018 of the Municipal Code, it is the duty of the Consultant to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it

knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

8. Ethics

(a) Consultant warrants:

(i) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Consultant must comply with Chapter 2-156 of the Municipal Code. Consultant acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

9. Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Consultant represents that it, and to the best of its knowledge, its Subcontractors if any (Consultant and Subcontractors will be collectively referred to in this Section 10 as "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

10. Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

EXHIBIT 3**Required Terms and Conditions for Grant-Funded Services**

To the extent the following are mandatory requirements applicable to subawardees of federal or state grant funds currently in effect or as amended from time to time and to providers of the types of services being performed by Motorola ("Consultant") under this Project Agreement, such requirements shall apply to Consultant in connection with its performance of the Services:

In addition to the requirements set forth below, Consultant must comply with all applicable terms and conditions outlined in the grant award applicable to any given task order and requirements imposed by program statutes and regulations, Executive Orders, and Department of Homeland Security (DHS) or Federal Emergency Management Agency (FEMA) grant administrative regulations, as applicable. Grant awards applicable to this Agreement are attached hereto in Exhibit 4.

If there is a conflict between these provisions and other terms and conditions of the Contract, these terms will control.

Consultant, as a contractor to the City, agrees to the following provisions. Consultant shall also include such terms in subcontracts with its Subcontractors.

I. REQUIRED SUBCONTRACT PROVISIONS

A. **CONTRACT TERMINATION:** All subcontracts exceeding \$10,000 shall contain suitable provisions for termination by the Consultant, including the manner by which termination will be effected and the basis for settlement. Such provisions shall include conditions under which such contracts, respectively, can be terminated for default, as well as conditions where such contracts can be terminated because of circumstances beyond the City's control.

B. **CONTRACT VIOLATIONS:** Subcontracts shall contain provisions or conditions that will allow for administrative, contractual or other remedies in instances where Subcontractors violate or breach contract terms. Such provisions shall provide for such sanctions and penalties as may be appropriate.

C. **CLEAN AIR AND WATER ACT:** Consultant agrees to comply with, and require its subcontractors to comply with, all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). By execution of this contract, the Consultant, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the Consultant agrees to include or cause to be included the requirements of paragraph (1) of this Section I.C in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

D. **DEBARMENT AND SUSPENSION** (Executive Orders 12549 and 12689): Consultant certifies that neither it, nor its subcontractors performing work pursuant to this Agreement, are parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." Consultant shall not permit any subcontract award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

E. **ANTI-LOBBYING**: Consultant certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

F. **REPORTING**: Consultant acknowledges that the City may be required to submit reports and other information related to this Contract to FEMA, including such reports as described in the applicable Grant Agreements. Consultant agrees to provide all information requested by the City in order for the City to submit reports and other information to FEMA.

G. RECORDS AND AUDITS: Consultant shall maintain books, records, and documents, and shall adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting shall be in accordance with generally accepted federal accounting principles and practices, as set forth in the applicable U.S. Office of Management and Budget ("OMB") Circulars A-133, A-128, A-122, A-110, A-87 and A-102 as amended, succeeded or revised. Consultant shall retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed, unless a longer period is required by this Agreement.

In addition to the parties having audit rights listed in Section 2.9(b) of the PBC Agreement, attached hereto as Exhibit 1, the following parties will also have the right to conduct audits of Consultant's records (including any books, documents, papers, and records of the Consultant which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions): subgrantee(s), and representatives of the federal government, including without limitation the U.S. Comptroller General, FEMA, and their duly authorized representatives.

H. COPYRIGHTS: FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

I. NONDISCRIMINATION (EQUAL OPPORTUNITY CLAUSE): The Consultant and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended.

The Consultant and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

In accordance with 41 CFR 60-1.4, during the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

J. PROVISIONS REQUIRED BY LAW: Any provisions required by law must be included in each subcontract.

II. ADDITIONAL REQUIRED PROVISIONS FOR CONSTRUCTION SUBCONTRACTS:

Consultant shall comply with, and all construction and repair subcontracts shall include, the following:

A. **COMPLIANCE WITH ALL LAWS:** All subcontracts for remodeling, renovation or construction shall include, and Consultant shall comply with, all applicable laws.

B. **COPELAND ANTI-KICK BACK ACT:** All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** All subcontracts exceeding \$2,000 for construction and exceeding \$2,500 for other contracts that involve the employment of mechanics and laborer shall include a provision for compliance with, and Consultant shall comply with, sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The Federal government or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

D. DAVIS-BACON ACT: When required by federal grant program legislation, all construction subcontracts exceeding \$2,000 shall include a provision for compliance with, and Consultant shall comply with, the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters."

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the

contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program,

Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the contracting agency.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the contracting agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to to the sponsoring government agency (or the applicant, sponsor, or owner)..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the contracting agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship

program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) (paragraphs 1 through 10 of Section II.D of this

Exhibit 3) and such other clauses as the DOE or other Federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

E. All construction subcontracts exceeding \$10,000 shall include provisions for compliance with, and Contractor shall comply with, Executive Order No. 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CFR Part 60).

F. **SAFETY: ACCIDENT PREVENTION:** This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the Consultant shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Consultant shall provide all safeguards,

safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the Consultant enters into pursuant to this contract, that the Consultant and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

G. **BID AND BOND REQUIREMENTS:** All subcontracts for construction or facility improvements over \$100,000 shall require a bid guarantee equal to 5% of the bid price, a performance bond by the Subcontractor for 100% of the subcontract price, and a payment bond by the Subcontractor for 100% of the subcontract price.

H. **EXECUTIVE ORDER 13202:** All construction subcontracts shall include provisions for compliance with, and Consultant shall comply with, Executive Order 13202, as amended by Executive Order 13208 —Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.

III. **ADDITIONAL SUBCONTRACT PROVISIONS:** Consultant shall also comply with all additional provisions as specified in the Agreement as a whole and as specifically described for subcontractors.

EXHIBIT 4
Grant Agreements

See attached.



James K. Joseph, Director

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to City of Chicago

This Grant Agreement (Agreement) is made and entered into by and between the Illinois Emergency Management Agency, a pass-through entity (IEMA), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago (Sub-recipient), 1411 West Madison Street Chicago, Illinois 60607-1809

The purpose of this grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2015 Homeland Security Grant Program, CFDA #97.067.

IEMA hereby grants to the Sub-recipient an amount not exceeding \$39,834,660.76 for the period from September 1, 2015, to July 31, 2018. The Sub-recipient hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement and applicable federal and state statutes, regulations, policies, and grant guidance.

This Agreement and attachments constitute the entire agreement between the parties and there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

PART II - Term

The term of this Agreement shall be from September 1, 2015, to July 31, 2018.

PART III - Scope of Work

The Sub-recipient will utilize the Homeland Security Grant Program (HSGP) funding as outlined in the Sub-recipient's FFY 2015 Grant Program Application. The HSGP funds shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The Budget Detail Worksheet in Attachment A outlines a description of the expenditures for which the Sub-recipient will seek reimbursement. The Grantor will only reimburse those activities that are specifically listed in the Budget Detail Worksheet, except as provided in Part VI herein.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Sub-recipient. These milestones will allow the Grantor to measure progress of the Sub-recipient in achieving the goals of the project.

PART IV - Compensation Amount

The total compensation and reimbursement payable by IEMA to the Sub-recipient shall not exceed the sum of \$39,834,660.76.

PART V - Terms and Conditions

All of the requirements listed in this section apply to the federally funded project. The Sub-recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SPENDING LIMITATIONS: All allocations and use of funds by the Sub-recipient shall be in accordance with applicable notices of funding opportunity and grant award. The Sub-recipient shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Sub-recipient recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Sub-recipient agrees that the most recent requirements will apply during the performance period of this Agreement. All sub-awards issued by the Sub-recipient to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.

NON-APPROPRIATION: IEMA's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. IEMA shall give the Sub-recipient notice of such termination for funding as soon as practicable after IEMA becomes aware of the failure of funding. The Sub-recipient's performance obligations under the Agreement shall cease upon notice by IEMA of lack of appropriated funds.

METHOD OF COMPENSATION: The Sub-recipient must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to IEMA's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to IEMA in accordance with IEMA policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. IEMA will not reimburse the Sub-recipient for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance with "Part V—Reports" herein. The Sub-recipient shall maintain appropriate records of actual costs incurred and submit expenditure information to IEMA. No costs eligible under this Agreement shall be incurred after July 31, 2018.

REPORTS: The Sub-recipient shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to IEMA within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement. The Sub-recipient must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement. The Sub-recipient also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each-exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

NON-SUPPLANTING REQUIREMENT: The Sub-recipient agrees that funds received under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Sub-recipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

ACCOUNTING REQUIREMENTS: The Sub-recipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Sub-recipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal

requirements. The applicable administrative requirements and cost principles originate from 2 CFR Part 200, as adopted by DHS at 2 CFR Part 3002.

RECORD KEEPING AND AUDITS: The Sub-recipient shall maintain records for equipment, non-expendable personal property, and real property. The Sub-recipient shall, as often as deemed necessary by IEMA, DHS FEMA GPD or any of their duly authorized representatives, permit IEMA, DHS FEMA GPD, the Auditor General, the Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Sub-recipient involving transactions related to this Agreement. The Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS. The Sub-recipient shall maintain appropriate backup documentation. The Sub-recipient shall comply with all other special reporting, data collection and evaluation requirements as may be required by DHS. The Sub-recipient acknowledges that the funds provided by this Agreement are federal pass-through funds that must be accounted for in the jurisdiction's single audit, if required, pursuant to 2 CFR Part 200.

DUPLICATION OF BENEFITS: In accordance with 2 CFR Part 200, any cost allocable to a particular federal award may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition does not preclude the Sub-recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal awards.

MODIFICATION AND AMENDMENT OF THE GRANT: This Agreement is subject to revision as follows:

- A. Modifications may be required because of changes in state or federal laws, regulations, or federal grant guidance as determined by IEMA. Any such required modification shall be incorporated into and will be part of this Agreement. IEMA shall notify the Sub-recipient of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made only upon written agreement of both IEMA and the Sub-recipient.

TERMINATION FOR CONVENIENCE: This Agreement may be terminated in whole or in part by IEMA for its convenience, provided that, prior to termination, the Sub-recipient is given: 1) not less than ten calendar days' written notice by certified mail, return receipt requested, of IEMA's intent to terminate, and 2) an opportunity for consultation with IEMA prior to termination. In the event of partial or complete termination of this Agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Sub-recipient for expenses incurred under this Agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: IEMA may terminate this Agreement without penalty to IEMA or further payment required in the event of:

- A. Any breach of this Agreement that, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of IEMA's notice of breach to the Sub-recipient; or
- B. Material misrepresentation or falsification of any information provided by the Sub-recipient in the course of any dealing between the parties or between the Sub-recipient and any state agency.

SEVERABILITY CLAUSE: If any provision under this Agreement or its application is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Agreement which can be given effect without the invalid provision or application.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Sub-recipient shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security, retirement, and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Sub-recipient who are performing services specified by this Agreement.

WORK PRODUCT: The Sub-recipient acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with federal support. The Sub-recipient shall affix the applicable copyright notice of 17 USC 401 or 402. The Sub-recipient is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Sub-recipient agrees to consult with DHS FEMA GPD, through IEMA, regarding the allocation of any patent and intellectual property rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security, or the State of Illinois."*

ACKNOWLEDGEMENT OF FEDERAL FUNDING: The Sub-recipient shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

ACTIVITIES CONDUCTED ABROAD: For any project activity carried on outside the United States, the Sub-recipient shall ensure that necessary coordination with appropriate government authorities occurs and that appropriate licenses, permits, or approvals are obtained.

RECAPTURE OF FUNDS: The Sub-recipient shall return to IEMA all grant funds that are not expended or that are received from IEMA in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Sub-recipient shall be returned to IEMA within 45 days, if applicable. IEMA may recapture those funds in accordance with state and federal laws and regulations. The Sub-recipient's failure to comply with any one of the terms of this Agreement shall be cause for IEMA to seek recovery of all or part of the grant proceeds.

POSSESSION OF EQUIPMENT: Title to equipment acquired by the Sub-recipient with federal funds vests with the Sub-recipient. "Equipment" means tangible, nonexpendable property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The Sub-recipient shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Sub-recipient must be approved in writing by IEMA.

MAINTENANCE AND REVIEW OF EQUIPMENT: IEMA reserves the right to invoke the remedies set forth in the Illinois Grant Funds Recovery Act for the value of any and all equipment purchased by the Sub-recipient with grant funds if said equipment is not properly maintained or has fallen into neglect or misuse according to the standards and policies of IEMA. Additionally, the Sub-recipient may not substitute, exchange, or sell any equipment purchased with grant funds unless the Sub-recipient has the express written consent of IEMA. All equipment procured by the Sub-recipient through this Agreement shall be made available for review by IEMA upon request.

SAFECOM: If funding will be used to purchase emergency communications equipment or to fund related activities, the Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

FALSE CLAIMS: The Sub-recipient shall comply with the requirements of 31 USC 3729, which provides that no recipient of federal payments shall submit a false claim for payment.

LIABILITY: IEMA assumes no liability for actions of the Sub-recipient under this Agreement, including, but not limited to, the negligent acts and omissions of the Sub-recipient's agents, employees, and subcontractors in their performance of the Sub-recipient's duties as described under this Agreement. In addition, IEMA makes no representations, or warranties, express or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to the nature and condition of said equipment, in the use of said equipment, the Sub-recipient agrees to hold IEMA harmless for any defects or misapplications. To the extent allowed by law, the Sub-recipient agrees to hold harmless IEMA against any and all liability, loss, damage, costs, or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Sub-recipient, with the exception of acts performed in conformance with an explicit, written directive of IEMA.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Sub-recipient shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Sub-recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Sub-recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Sub-recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

AMERICANS WITH DISABILITIES ACT (ADA): The Sub-recipient understands the importance of integrating disability access and functional needs efforts into local homeland security and emergency preparedness programs. This integration should occur at all levels from planning, to purchasing equipment and supplies, to conducting exercises and drills, and should involve disability inclusion experts as partners across all aspects of emergency planning.

FEIN: Under penalties of perjury, the Sub-recipient certifies that **36-6005820** is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. The Sub-recipient files with the IRS as a (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Governmental Entity
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Organization (IRC 501(a) only)
<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Medical and Health Care	<input type="checkbox"/> Services Provider Corporation

CERTIFICATION: The Sub-recipient certifies under oath that all information in its application and this Agreement is true and correct to the best of the Sub-recipient's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification.

PART VI – Special Conditions

1. The sub-recipient will provide to IEMA a schedule that will ensure, at a minimum, quarterly Urban Area Working Group (UAWG) meetings. Meeting minutes will be provided to IEMA no later than 15 days after the meeting. The failure of the UAWG to conduct a meeting during a quarter will result in the suspension of reimbursements until a meeting is conducted.
2. The sub-recipient will submit to IEMA a combined Urban Area Threat and Hazard Identification Risk Assessment (THIRA) report no later than December 15, 2015. The THIRA will represent the combined input of all jurisdictions within the designated Urban Area.
3. The sub-recipient will submit to IEMA an Urban Area multi-year Training and Exercise Plan (TEP) no later than December 15, 2015. The TEP will represent the combined input of all jurisdictions within the designated Urban Area.
4. The sub-recipient will ensure that at least 25 percent of grant funding for projects that support law enforcement terrorism prevention activities which are consistent with the eligibility requirements listed in the NOFO.
5. The sub-recipient will ensure that no more than 50 percent of grant funding is dedicated to personnel activities.
6. The sub-recipient will ensure that no operational overtime costs will be incurred without the prior approval of FEMA.

PART VII – Other Requirements

PERSONALLY IDENTIFIABLE INFORMATION (PII): If the Sub-recipient collects PII, the Sub-recipient is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.

CONFLICT OF INTEREST: No official or employee of the Sub-recipient who is authorized in the Sub-recipient's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this Agreement, shall have any financial or other personal interest in any such contract for the acquisition/development. No federal employees shall receive any funds under this award. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. The Sub-recipient shall establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

HATCH ACT: The Sub-recipient will comply, as applicable, with provisions of the Hatch Act (5 USC 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

USE OF FUNDS: The Sub-recipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of IEMA.

USE OF SEAL, LOGO AND FLAGS: The Sub-recipient must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.

DELINQUENCY: The Sub-recipient shall not be delinquent in the repayment of any federal debt, including but not limited to delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

PUBLIC WORKS PROJECTS: Any public works project supported with funds received through this Agreement shall employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State funded or financed in whole or in part with state funds or funds administered by the State of Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

NON-DISCRIMINATION: The Sub-recipient shall comply with all applicable federal laws relating to nondiscrimination including, but not limited to, nondiscrimination on the basis of race, color, national origin, sex, handicap, age, limited English proficiency, drug or alcohol abuse. The Sub-recipient shall also comply with federal and state statutes and regulations regarding whistleblower protections.

The Sub-recipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, disability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

The Sub-recipient shall disclose all instances in the past three years in which the Sub-recipient has been accused of discrimination on the grounds of race, color, national origin, limited English proficiency, sex, age, disability, religion, or familial status against the recipient or the recipient settles a case or matter alleging discrimination, including outcomes and settlement agreements.

DEBARMENT AND SUSPENSION: The Sub-recipient shall comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons and entities deemed irresponsible in their dealings with the federal government.

LOBBYING: In accordance with 31 USC 1352, the Sub-recipient shall not use any grant funds provided for in this Agreement to pay any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of federal assistance.

NIMS COMPLIANCE: The Sub-recipient is required to maintain adoption and implementation of the National Incident Management System.

ANTI-BRIBERY: The Sub-recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Sub-recipient committed bribery or attempted bribery on behalf of the Sub-recipient and pursuant to the direction or authorization of a responsible official of the Sub-recipient.

BIDDING: The Sub-recipient certifies that it has not been barred from bidding on or receiving state or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 2012 (720 ILCS 5/33E-3 and 33E-4).

TERRORIST FINANCING: The Sub-recipient shall comply with U.S. Executive Order 13224 and federal law that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

OTHER APPLICABLE LAWS: The Sub-recipient shall comply with all applicable federal laws, regulations, and orders, including but not limited to the following:

- Hotel and Motel Fire Safety Act of 1990, 15 USC 2225, which requires the Sub-recipient to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with fire prevention and control guidelines;
- Trafficking Victims Protection Act of 2000, as amended, 22 USC 7104 and 2 CFR Part 175;
- Fly America Act of 1974, 49 USC 40118;
- USA Patriot Act of 2001, 18 USC 175; and
- Energy Policy and Conservation Act, 42 USC 6201.

DRUG FREE CERTIFICATION: This certification is required by the federal Drug-Free Workplace Act of 1988 (41 USC 702) and the Illinois Drug Free Workplace Act (30 ILCS 580). No Sub-recipient shall receive a grant unless that Sub-recipient has certified that it will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant and debarment of grant opportunities with the State for at least one year but not more than five years.

The Sub-recipient certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Sub-recipient's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Sub-recipient's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the grant and to post the statement in a prominent place in the workplace.

(d) Notifying IEMA within ten days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

2015 Agreement

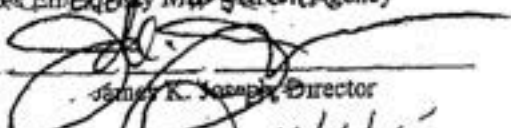
2015 Federal Fiscal Grant Year – City of Chicago


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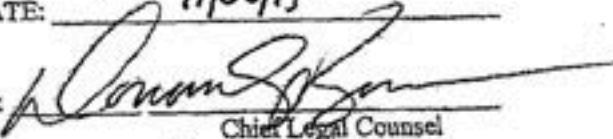
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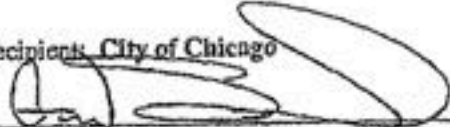
(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Illinois Emergency Management Agency
By: 
James K. Joseph, Director
DATE: 12/16/15

By: 
Kevin High, Chief Fiscal Officer
DATE: 11/30/15

By: 
Chief Legal Counsel
DATE: 12/1/15

Sub-recipients: City of Chicago
By: 
2 Gary W. Schenkel, Executive Director
DATE: 11-20-2015

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ATTACHMENT CONCERNING
Grant Agreement for the Illinois Emergency Management Agency
FY 9/1/2015-8/31/2018 Urban Areas Security Initiative Grant
(CFDA #97.067, the "Agreement")

The State of Illinois, Emergency Management Agency, hereinafter called the "Grantor," and the City of Chicago, by and through its Office of Emergency Management and Communications, hereinafter called the "Grantee" agree that the Agreement shall include the provisions below and incorporate them in the Agreement as if fully set forth therein. Any certifications made by the Grantee in the Agreement and herein are made only on behalf of the Office of Emergency Management & Communications.

PART VII – Other Requirements

DEBARMENT

With respect to the certification regarding present indictments, convictions or adverse civil judgments within the three-year period preceding the date of this application, the City states that: (i) the former Commissioner of the City's Department of Streets and Sanitation, Al Sanchez, was indicted on nine counts of mail fraud for his role in trading political campaign work for city jobs and was convicted in July 2010 at a retrial for one count of mail fraud for falsifying hiring documents regarding a 2002 hire; and (ii) on August 14, 2013, former 7th Ward Alderman Sandi Jackson was sentenced to one year in federal prison as a result of her pleading guilty in federal district court to having underreported income on her federal income tax returns derived from her and her husband's personal use of campaign contributions. The City would be willing to provide more information concerning this issue upon request.

With respect to the certification regarding not having terminated a public transaction for cause or default within the three-year period preceding the date of this application, such certification is made, except as noted below, but it is made only with respect to the City department represented by the undersigned (and not any other City department or agency), and it does not apply as to any subcontracts entered into by the City, acting through the City department represented by the undersigned. The City would be willing to provide more information concerning this issue upon request.

Exceptions, if any, to the City's certification: None

BIDDING

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-2 and 33E-4). The Parties agree that this certification may not apply to the Grantee because the City is a unit of State or local government and is not a "person" as defined under 720 ILCS 5/33E-2.

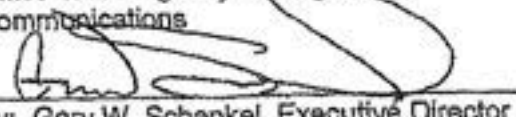



This Supplement is signed and effective on the date of the Agreement of which this Supplement is an integral part.

Illinois Emergency Management Agency

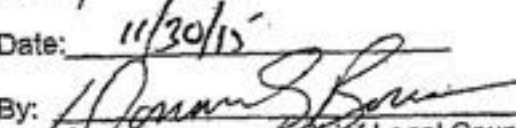
City of Chicago, acting by and through the Office of Emergency Management Communications


By: James Joseph, Director


2 By: Gary W. Schenkel, Executive Director

Date: 12/16/15

By: Kevin High, Chief Fiscal Officer

Date: 11-20-2015

Date: 11/30/15

By: Donnan Brown, Chief Legal Counsel

Date: 12/1/15





ILLINOIS EMERGENCY MANAGEMENT AGENCY

Bruce Rauner
Governor

James K. Joseph
Director

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to City of Chicago

This Grant Agreement (Agreement) is made and entered into by and between the Illinois Emergency Management Agency, a pass-through entity (IEMA), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago (Sub-recipient), 1411 West Madison Street, Chicago, Illinois 60607-1809.

The purpose of this grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2016 Homeland Security Grant Program, CFDA #97.057.

IEMA hereby grants to the Sub-recipient an amount not exceeding \$40,977,700.26 for the period from September 1, 2016, to July 31, 2019. The Sub-recipient hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement and applicable federal and state statutes, regulations, policies, and grant guidance.

This Agreement and attachments constitute the entire agreement between the parties and there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

PART II - Term

The term of this Agreement shall be from September 1, 2016, to July 31, 2019.

PART III - Scope of Work

The Sub-recipient will utilize the Homeland Security Grant Program (HSGP) funding as outlined in the Sub-recipient's FFY 2016 Grant Program Application. The HSGP funds shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The Budget Detail Worksheet in Attachment A outlines a description of the expenditures for which the Sub-recipient will seek reimbursement. The Grantor will only reimburse those activities that are specifically listed in the Budget Detail Worksheet, except as provided in Part VI herein.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Sub-recipient. These milestones will allow the Grantor to measure progress of the Sub-recipient in achieving the goals of the project.

PART IV - Compensation Amount

The total compensation and reimbursement payable by IEMA to the Sub-recipient shall not exceed the sum of \$40,977,700.26.

PART V - Terms and Conditions

All of the requirements listed in this section apply to the federally funded project. The Sub-recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SPENDING LIMITATIONS: All allocations and use of funds by the Sub-recipient shall be in accordance with applicable notices of funding opportunity and grant award. The Sub-recipient shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Sub-recipient recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Sub-recipient agrees that the most recent requirements will apply during the performance period of this Agreement. All sub-awards issued by the Sub-recipient to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.

NON-APPROPRIATION: IEMA's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. IEMA shall give the Sub-recipient notice of such termination for funding as soon as practicable after IEMA becomes aware of the failure of funding. The Sub-recipient's performance obligations under the Agreement shall cease upon notice by IEMA of lack of appropriated funds.

METHOD OF COMPENSATION: The Sub-recipient must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to IEMA's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to IEMA in accordance with IEMA policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. IEMA will not reimburse the Sub-recipient for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance with "Part V—Reports" herein. The Sub-recipient shall maintain appropriate records of actual costs incurred and submit expenditure information to IEMA. No costs eligible under this Agreement shall be incurred after July 31, 2019.

REPORTS: The Sub-recipient shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to IEMA within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement. The Sub-recipient must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement. The Sub-recipient also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

NON-SUPPLANTING REQUIREMENT: The Sub-recipient agrees that funds received under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Sub-recipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

ACCOUNTING REQUIREMENTS: The Sub-recipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Sub-recipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements. The applicable administrative requirements and cost principles originate from 2 CFR Part 200, as adopted by DHS at 2 CFR Part 3002.

RECORD KEEPING AND AUDITS: The Sub-recipient shall maintain records for equipment, non-expendable personal property, and real property. The Sub-recipient shall, as often as deemed necessary by IEMA, DHS FEMA GPD or any of their duly authorized representatives, permit IEMA, DHS FEMA GPD, the Auditor General, the Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Sub-recipient involving transactions related to this Agreement. The Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS. The Sub-recipient shall maintain appropriate backup documentation. The Sub-recipient shall comply with all other special reporting, data collection and evaluation requirements as may be required by DHS. The Sub-recipient acknowledges that the funds provided by this Agreement are federal pass-through funds that must be accounted for in the jurisdiction's single audit, if required, pursuant to 2 CFR Part 200.

DUPLICATION OF BENEFITS: In accordance with 2 CFR Part 200, any cost allocable to a particular federal award may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition does not preclude the Sub-recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal awards.

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE: If the total value of the Sub-recipient's active grants, cooperative agreements and procurement contracts from all federal assistance exceeds \$10,000,000 for any period of time during the performance of this federal award, the Sub-recipient shall comply with the requirements of 2 CFR Part 200, Appendix XII, which mandates reporting of certain legal proceedings in the System for Award Management (SAM).

MODIFICATION AND AMENDMENT OF THE GRANT: This Agreement is subject to revision as follows:

- A. Modifications may be required because of changes in state or federal laws, regulations, or federal grant guidance as determined by IEMA. Any such required modification shall be incorporated into and will be part of this Agreement. IEMA shall notify the Sub-recipient of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made only upon written agreement of both IEMA and the Sub-recipient.

TERMINATION FOR CONVENIENCE: This Agreement may be terminated in whole or in part by IEMA for its convenience, provided that, prior to termination, the Sub-recipient is given: 1) not less than ten calendar days' written notice by certified mail, return receipt requested, of IEMA's intent to terminate, and 2) an opportunity for consultation with IEMA prior to termination. In the event of partial or complete termination of this Agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Sub-recipient for expenses incurred under this Agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: IEMA may terminate this Agreement without penalty to IEMA or further payment required in the event of:

- A. Any breach of this Agreement that, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of IFMA's notice of breach to the Sub-recipient; or
- B. Material misrepresentation or falsification of any information provided by the Sub-recipient in the course of any dealing between the parties or between the Sub-recipient and any state agency.

SEVERABILITY CLAUSE: If any provision under this Agreement or its application is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Agreement which can be given effect without the invalid provision or application.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Sub-recipient shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security, retirement, and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Sub-recipient who are performing services specified by this Agreement.

WORK PRODUCT: The Sub-recipient acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with federal support. The Sub-recipient shall affix the applicable copyright notice of 17 USC 401 or 402. The Sub-recipient is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Sub-recipient agrees to consult with DHS FEMA GPD, through IEMA, regarding the allocation of any patent and intellectual property rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security, or the State of Illinois."*

ACKNOWLEDGEMENT OF FEDERAL FUNDING: The Sub-recipient shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

ACTIVITIES CONDUCTED ABROAD: For any project activity carried on outside the United States, the Sub-recipient shall ensure that necessary coordination with appropriate government authorities occurs and that appropriate licenses, permits, or approvals are obtained.

RECAPTURE OF FUNDS: The Sub-recipient shall return to IEMA all grant funds that are not expended or that are received from IEMA in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Sub-recipient shall be returned to IEMA within 45 days, if applicable. IEMA may recapture those funds in accordance with state and federal laws and regulations. The Sub-recipient's failure to comply with any one of the terms of this Agreement shall be cause for IEMA to seek recovery of all or part of the grant proceeds.

POSSESSION OF EQUIPMENT: Title to equipment acquired by the Sub-recipient with federal funds vests with the Sub-recipient. "Equipment" means tangible, nonexpendable property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The Sub-recipient shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Sub-recipient must be approved in writing by IEMA.

MAINTENANCE AND REVIEW OF EQUIPMENT: IEMA reserves the right to invoke the remedies set forth in the Illinois Grant Funds Recovery Act for the value of any and all equipment purchased by the Sub-recipient with grant funds if said equipment is not properly maintained or has fallen into neglect or misuse according to the standards and policies of IEMA. Additionally, the Sub-recipient may not substitute, exchange, or sell any equipment purchased with grant funds unless the Sub-recipient has the express written consent of IEMA. All equipment procured by the Sub-recipient through this Agreement shall be made available for review by IEMA upon request.

SAFECOM: If funding will be used to purchase emergency communications equipment or to fund related activities, the Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

FALSE CLAIMS: The Sub-recipient shall comply with the requirements of 31 USC 3729, which provides that no recipient of federal payments shall submit a false claim for payment.

LIABILITY: IEMA assumes no liability for actions of the Sub-recipient under this Agreement, including, but not limited to, the negligent acts and omissions of the Sub-recipient's agents, employees, and subcontractors in their performance of the Sub-recipient's duties as described under this Agreement. In addition, IEMA makes no representations, or warranties, express or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to the nature and condition of said equipment, in the use of said equipment, the Sub-recipient agrees to hold IEMA harmless for any defects or misapplications. To the extent allowed by law, the Sub-recipient agrees to hold harmless IEMA against any and all liability, loss, damage, costs, or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Sub-recipient, with the exception of acts performed in conformance with an explicit, written directive of IEMA.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Sub-recipient shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Sub-recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Sub-recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Sub-recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

AMERICANS WITH DISABILITIES ACT (ADA): The Sub-recipient understands the importance of integrating disability access and functional needs efforts into local homeland security and emergency preparedness programs. This integration should occur at all levels from planning, to purchasing equipment and supplies, to conducting exercises and drills, and should involve disability inclusion experts as partners across all aspects of emergency planning.

FEIN: Under penalties of perjury, the Sub-recipient certifies that 36-6005820 is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. The Sub-recipient files with the IRS as a (please check one):

- | | |
|--------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization (IRC 501(a) only) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | <input type="checkbox"/> Services Provider Corporation |

CERTIFICATION: The Sub-recipient certifies under oath that all information in its application and this Agreement is true and correct to the best of the Sub-recipient's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification.

PART VI – Special Conditions

The Rapid DNA equipment project in Investment Justification 3 shall not be used for mass arrest or mass booking events in accordance with Notice of Funding Opportunity (NOFO).

PART VII– Other Requirements

PERSONALLY IDENTIFIABLE INFORMATION (PII): If the Sub-recipient collects PII, the Sub-recipient is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.

CONFLICT OF INTEREST: No official or employee of the Sub-recipient who is authorized in the Sub-recipient's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this Agreement, shall

have any financial or other personal interest in any such contract for the acquisition/development. No federal employees shall receive any funds under this award. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. The Sub-recipient shall establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

HATCH ACT: The Sub-recipient will comply, as applicable, with provisions of the Hatch Act (5 USC 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

USE OF FUNDS: The Sub-recipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of IEMA.

USE OF SEAL, LOGO AND FLAGS: The Sub-recipient must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.

DELINQUENCY: The Sub-recipient shall not be delinquent in the repayment of any federal debt, including but not limited to delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

PUBLIC WORKS PROJECTS: Any public works project supported with funds received through this Agreement shall employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State funded or financed in whole or in part with state funds or funds administered by the State of Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

NON-DISCRIMINATION: The Sub-recipient shall comply with all applicable federal laws relating to nondiscrimination including, but not limited to, nondiscrimination on the basis of race, color, national origin, sex, handicap, age, limited English proficiency, drug or alcohol abuse. The Sub-recipient shall also comply with federal and state statutes and regulations regarding whistleblower protections.

The Sub-recipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, disability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

The Sub-recipient shall disclose all instances in the past three years in which the Sub-recipient has been accused of discrimination on the grounds of race, color, national origin, limited English proficiency, sex, age, disability, religion, or familial status against the recipient or the recipient settles a case or matter alleging discrimination, including outcomes and settlement agreements.

DEBARMENT AND SUSPENSION: The Sub-recipient shall comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons and entities deemed irresponsible in their dealings with the federal government.

LOBBYING: In accordance with 31 USC 1352, the Sub-recipient shall not use any grant funds provided for in this Agreement to pay any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of federal assistance.

NIMS COMPLIANCE: The Sub-recipient is required to maintain adoption and implementation of the National Incident Management System.

ANTI-BRIBERY: The Sub-recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Sub-recipient committed bribery or attempted bribery on behalf of the Sub-recipient and pursuant to the direction or authorization of a responsible official of the Sub-recipient.

BIDDING: The Sub-recipient certifies that it has not been barred from bidding on or receiving state or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 2012 (720 ILCS 5/33E-3 and 33E-4).

TERRORIST FINANCING: The Sub-recipient shall comply with U.S. Executive Order 13224 and federal law that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

PROCUREMENT OF RECOVERED MATERIALS: The Sub-recipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended, by procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

TEXTING WHILE DRIVING: The Sub-recipient is encouraged to adopt and enforce policies that ban text messaging while driving vehicles when on official business or when performing any work for or on behalf of the Sub-recipient.

OTHER APPLICABLE LAWS: The Sub-recipient shall comply with all applicable federal laws, regulations, and orders, including but not limited to the following:

- Hotel and Motel Fire Safety Act of 1990, 15 USC 2225, which requires the Sub-recipient to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with fire prevention and control guidelines;
- Trafficking Victims Protection Act of 2000, as amended, 22 USC 7104 and 2 CFR Part 175;
- Fly America Act of 1974, 49 USC 40118;
- USA Patriot Act of 2001, 18 USC 175; and
- Energy Policy and Conservation Act, 42 USC 6201.

DRUG FREE CERTIFICATION: This certification is required by the federal Drug-Free Workplace Act of 1988 (41 USC 702) and the Illinois Drug Free Workplace Act (30 ILCS 580). No Sub-recipient shall

receive a grant unless that Sub-recipient has certified that it will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant and debarment of grant opportunities with the State for at least one year but not more than five years.

The Sub-recipient certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Sub-recipient's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Sub-recipient's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying IEMA within ten days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Illinois Emergency Management Agency

By: [Signature]
James K. Joseph, Director

DATE: 12/29/2016

By: [Signature]
Jennifer L. Johnson, Chief Legal Counsel

DATE: 12/27/16

By: [Signature]
Brett Cox, Chief Fiscal Officer

DATE: 12/29/16

Sub-recipient: City of Chicago

By: [Signature]
Alicia Tate-Nadeau, Executive Director

DATE: 21 Dec 16

16UASICHGO

EXHIBIT 5
Insurance Requirements and Certificate of Insurance

See attached.

INSURANCE REQUIREMENTS
Office of Emergency Management and Communications
Camera Infrastructure Program

A. INSURANCE REQUIRED

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee. Coverage shall include but not be limited to: other states endorsement, alternate employer and voluntary compensation endorsement and Long Shore and Harbor Workers when applicable.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products liability and completed operations (maintained for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on ISO endorsement form CG 2010 for ongoing operations and/or form CG 2037 for after project completion or on a similar additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella

policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Any subcontractor performing work for Contractor must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

3) Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Any subcontractor performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) Error & Omissions/Professional Liability

When any architects, engineers, construction managers, project managers and/or any system technicians, systems administrators, EDP professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform work or Services in connection with this Agreement, Professional Liability Insurance covering wrongful acts, errors or omissions must be maintained with limits of not less than \$5,000,000. Such coverage to include wrongful acts, errors or omissions, in the performance of or failure to perform such services under this Agreement which result in the failure of Security/Camera Systems and System Software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

5) All Risk Property/Installation Insurance

All Risk Property/Installation Insurance must be maintained by the Contractor at replacement cost insuring loss or damage to City property including Office Emergency Management and Communications equipment, materials, parts and supplies that are part of the project during the course of development, implementation, installation, testing, upgrade and repair, rehabilitation, replacement/maintenance of the CAD System in the care, custody and control of

the Contractor. Coverage must include in transit, offsite, water damage including overflow, leakage, sewer backup or seepage, damage from faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to City property including materials, parts or supplies at full replacement cost incurred during inspection installation, modification, maintenance and/or repairs to OEMC System/Cameras and any other City property/equipment while in the care, custody and control of the Contractor that results from this Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or rented by Contractor.

6) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity or sidetrack coverage included under Contractor's General Liability policy. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall Room 806, 121 North LaSalle, Chicago, IL. 60602 and Office of Emergency Management and Communications, 1411 W. Madison St. Chicago, IL. 60607, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under the insurance required in A.1, A.2, and A.3 herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. The insurance under A.2, and A.3 required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements.

When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Motorola Solutions, Inc. Attn: Karen Napier 500 West Monroe Chicago IL 60661 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Lloyd's Syndicate No. 4711		AA1120090
	INSURER D: North American Elite Insurance Company		29700
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570068889798** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

PKR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:	Y	Y	182641005169077	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-005169-017	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	Y	Y	UMB000794905	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MA7640005169087 All other States WC7641005169097 WI	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	E&O-MPL-Primary			FSCE01700661	07/01/2017	07/01/2018	Each Claim \$5,000,000 Policy Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Camera Infrastructure Program. Office of Emergency Management and Communications is included as Additional Insured under the General Liability and Automobile Liability policies where required in writing and executed contract on a Primary and Non-Contributory basis. A waiver of Subrogation in favor of the Office of Emergency Management and Communications is provided under the General Liability, Automobile Liability and workers' compensation policies. Umbrella follows form.

CERTIFICATE HOLDER City of Chicago Office of Emergency Management and Communications 1411 W. Madison St. Chicago IL 60607 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>
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Holder Identifier :

Certificate No : 570068889798



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Motorola Solutions, Inc. Attn: Karen Napier 500 West Monroe Chicago IL 60661 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Lloyd's Syndicate No. 4711		AA1120090
	INSURER D: North American Elite Insurance Company		29700
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 57006888998 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

PROD LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB2641005169077	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-005169-017	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (EA ACCIDENT) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y	Y	UMB000794905	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7640005169087 All other states WC7641005169097 WI	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE-EA EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000
C	E&O-MPL-Primary			FSCE01700661	07/01/2017	07/01/2018	Each Claim \$5,000,000 Policy Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Camera Infrastructure Program. The City of Chicago is included as Additional Insured under the General Liability and Automobile Liability policies where required in writing and executed contract on a Primary and Non-Contributory basis. A waiver of subrogation in favor of the City of Chicago is provided under the General Liability, Automobile Liability and workers' compensation policies. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

City of Chicago
 Department of Procurement Services
 City Hall Room 806
 121 North LaSalle
 Chicago IL 60602 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 57006888998



Allianz Global Corporate & Specialty®

AGCS Marine Insurance Company

Binder

Allianz Global Corporate & Specialty
28 Liberty Street, 37th Floor

New York, NY 10005

October 26, 2017

AON RISK SERVICES NE, INC.
199 WATER STREET, 10TH FL.
NEW YORK, NY 10038

ATTENTION:

RE: Motorola Solutions, Inc. MXI93079155

Dear Brandon:

Thank you for the opportunity to write this submission. Our Binder is outlined below. Please note that the terms offered may be different than requested.

Effective/Expiration Date 10/26/2017 - 10/26/2018
Insuring Company 54 - AGCS MARINE INSURANCE COMPANY

IF 1.0 Qltr. Installation Floater Declarations-IF 4800DEC

Location and Description of Property Covered	Installation Site	Storage Site
Installation of 15 LPOD's for City of Chicago OEMC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deductible amount \$2,500	Coinsurance 0%	

	Limits of Insurance
1. At any one installation site described above	\$2,500,000
2. At any one storage location described above, other than at the installation site	\$250,000
3. Any one loss with respect to property in transit	\$250,000
4. Any one loss, disaster or casualty (involving items 1, 2 or 3 any combination thereof)	\$2,500,000

Reporting

Reporting Period: Monthly Quarterly Annual

Premium base: Contract Price Values Sales
Date report due: 10/26/2018

Reporting Rate: \$.10 on Job Site Limits Deposit Premium: \$5,000 Minimum Premium: \$5,000

Non Reporting

Premium \$

Premium Summary

Premium Excluding Terrorism	\$5,000
Terrorism Coverage	% If terrorism coverage is purchased, there will be either an additional or return premium equal to the percentage shown above on all monetary endorsements and adjustments.
Terrorism Premium	\$1,000 (Dollar amount that equates to the percentage above)
Applicable Surcharges with Terrorism	\$N/A
Applicable Surcharges without Terrorism	\$N/A
Total Policy Premium with Terrorism (plus applicable Surcharges)	\$6,000 - Accepted
Total Policy Premium without Terrorism (plus applicable Surcharges)	\$5,000

We can offer the following:

Bill Code	Bill Plan	Down Payment	Installment Amount	Day Billed
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Special Conditions

Commission 15%

This quotation includes the following forms as approved by the applicable state:

- Fungi Limitation Endorsement
- Limited Fungus and Related Perils Coverage Endorsement

This quote is valid for thirty (30) days and is subject to change or retraction in the event of claim activity or an increase or change in exposures prior to binding coverage.

Terms and conditions outlined in this quote may differ from the specifications submitted; please review the specific coverage part for details on coverages and exclusions. Changes in the information in your submission or changes in the job specifications may change the terms of this quote.

We look forward to receiving your order to bind coverage.

Sincerely,

Shane Kula
Executive Underwriter
917 521-5204
shane.kula@agcs.allianz.com



Allianz Global Corporate & Specialty®

AGCS Marine Insurance Company

**IMPORTANT NOTICE REGARDING TERRORISM COVERAGE
(Subject to Standard Fire Policy Statute)**

Insured:	Motorola Solutions, Inc.	Policy Number:	MXI93079155
		Effective Date:	10/26/2017
Producer:	AON RISK SERVICES NE, INC.	Expiration Date:	10/26/2018

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act you have a right to purchase insurance coverage for losses arising out of "**Certified Acts of Terrorism**", as defined in Section 102(1) of The Act. The term "**Certified Act of Terrorism**" means an act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, to be an act of terrorism

to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM "**CERTIFIED ACTS OF TERRORISM**", SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM "**CERTIFIED ACTS OF TERRORISM**" WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

If a "Certified Act of Terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or endorsements.

This quotation includes an offer of coverage for losses due to "**Certified Acts of Terrorism**", as defined by The Act, and, if accepted, will be subject to the limit(s), terms and conditions of any policy subsequently issued. The quoted premium for this terrorism coverage is \$1,000.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the AGCS Marine Insurance Company.

TERRORISM COVERAGE ELECTION:

To Accept this offer, please:

Mark the "Accept" option below and return this document to your agent or broker representing AGCS Marine Insurance Company; and pay the premium by the due date shown on your premium billing.

I ACCEPT THIS OFFER OF TERRORISM COVERAGE.

To Reject this offer, please:

Mark the "Reject" option below, sign and date below, and return the original signed document to your agent or broker representing AGCS Marine Insurance Company.

I REJECT COVERAGE FOR LOSSES DUE TO TERRORIST ACTS, AS DEFINED IN THE ACT.

Applicant

Applicant's Signature

Title

Date

Insurance Company 54 - AGCS MARINE INSURANCE COMPANY

Please return to your agent or broker representing AGCS Marine Insurance Company.

Loss Payee

Insured	Motorola Solutions, Inc.	Policy Number	MXI93079155
Producer	AON RISK SERVICES NE, INC.	Effective Date	10/26/2017

Add Loss Payee:

City of Chicago

EXHIBIT 6
2017 Schedule of Hourly Rates for Professional Services

See attached.



Motorola Solutions, Inc.
224 South Michigan Avenue, 7th Floor
Chicago, IL 60604

2/7/2017

Ms. Lori Lypson
Chief Operating Officer
Public Building Commission of Chicago
50 W. Washington St. Suite 200
Chicago, IL 60602

Reference: Schedule of Hourly Rate for Services for OEMC Camera Infrastructure Program

Dear Ms. Lypson,

Below is the Schedule of Hourly Rates for Professional Services and Electrical Subcontractor markups quoted on Task Orders in 2016. These rates were effective from January 1, 2014 to December 31, 2016. Please note, there will not be a Professional Service rate increase in 2017 and Motorola Solutions will continue to reference these agreed to rates on 2017 Task Orders. The 2017 rates listed are valid through December 31, 2017, and are for the Reference Contract for the Office of Emergency Management and Communications purposes only.

SCHEDULE OF HOURLY RATES FOR PROFESSIONAL SERVICES

	<u>2014-2016</u>	<u>2017</u>
Project Manager	\$200.00	\$200.00
Assistant Project Manager	\$143.00	\$143.00
Clerical Administrative Staff	\$71.00	\$71.00
System Technologist	\$190.00	\$190.00
Video Architect	\$218.00	\$218.00
Certified Network Engineer	\$208.00	\$208.00
Electrical/Structural Engineer	\$160.00	\$160.00
CAD Technician	\$95.00	\$95.00
IT Specialist II	\$110.00	\$110.00
Architect	\$150.00	\$150.00
Customer Support Manager (CSM)	\$120.00	\$120.00

Electrical Subcontractor Markups:

Labor Time and Material (T&M): 16%

Competitively bid electrical Subcontracts under \$1,000,000: 16%

Competitively bid electrical Subcontracts over \$1,000,000: To be agreed upon on a task order by task order basis

Motorola Solutions, INC.
Signatory

Pat Hughes
Area Sales Manager
Date


Ali Kapadia
Senior Vice President
Date 2/9/17

Public Building Commission of Chicago
Signatory

(Print Name)
PBC Representative
Date



LORI ANN LYPSON
Date 2/7/17

EXHIBIT 7
Master Price List

See attached.

	Chicago Discount off MSRP	
Hardware		
Axis Cameras Qty 1-99	10.0%	
Axis Cameras Qty 100-299 (changed from 200 - 299)	12.0%	
Axis Cameras Qty 300+ (changed from 201+ to 300)	13.0%	
Axis Encoders	8.0%	
Axis Accessories	8.0%	
Bosch HD PTZ Cameras	24.0%	
Bosch Encoders	20.0%	
Bosch IR Illuminators	24.0%	
Cisco	18.0%	
Extreme Networks	20.0%	
Fortnight Firewalls	26.0%	
FireTide Accessories	12.0%	
FireTide Wireless AP's	12.0%	
FireTide Software	12.0%	
Flir Marine Cameras & Accessories	0.0%	
Flir D-Series Cameras & Accessories	1.0%	
Flir SR-Series Cameras & Accessories	TBD	
Garretcom Switches	0.0%	
Hewlett Packard Servers	6.0%	
Hewlett Packard Workstations	7.0%	
Pelco Spectra HD Environmental	46.0%	
Pelco Spectra IV	32.0%	
Pelco Spectra Accessories	32.0%	
Pivot3 Server Hardware	21.0%	
Pivot3 Raige Software	12.0%	
Pivot3 Operating System Software (MS Windows)	11.0%	
SixNet	0.0%	
Sony Cameras SNC-DH180, SNC-RH124, SNC-RH164	31.0%	
Sony Camera Accessories	31.0%	
Motorola MW810	22.0%	
Motorola Wireless	20.0%	
Motorola One Point Wireless Software	20.0%	
Commodity	Current Chicago Price	
Voluta 3 Conductor 12 AWG Aerial Triplex (no minimum per Megan 9/20/2011)	\$ 0.67	Per foot, changes based on market pricing
Underground Fiber 6 Strand	\$ 0.60	Per foot, changes based on market pricing
Underground Fiber 12 Strand	\$ 0.73	Per foot, changes based on market pricing
Underground Fiber 24 Strand	\$ 0.98	Per foot, changes based on market pricing
Underground Fiber 48 Strand	\$ 1.51	Per foot, changes based on market pricing
Aerial Fiber 12 strand with figure 8 messenger	\$ 1.87	Per foot, changes based on market pricing
CAT 6 Outdoor Cable, 1000 ft spool	\$ 347.00	Changes based on market pricing
CAT 6 Indoor Cable, 1000 ft spool	\$ 384.62	Changes based on market pricing
Stewart SS-39100-005 CAT 6 Connectors 25 Pack	\$ 11.88	Per foot, changes based on market pricing
Stainless Steel Bands	\$ 2.35	
20 SS Buckles	\$ 3.53	
Master Lock for UPS, KA 10G393	\$ 29.02	
Video Network Components	Chicago Price	
MOTOPOD, 500 GB, Genetec, 802.11n, Verizon, Pelco Spectra H	\$ 11,200.00	
MOTOPOD, 500 GB, Genetec, 802.11n, Verizon, No Camera	\$ 8,115.00	
MOTOPOD, No NVR, No 802.11n, No Verizon, No Camera	\$ 4,175.00	

Resource	Hours	Notes
Union and Installation Labor Tasks		
Admiralty, NOTPOOD Initial, new location, EYOD		
Power within 2 spots		
Journeyman	6	
Foreman	6	
Bucket Truck #1	6	
Bucket Truck #2	6	
Assistant Project Manager	0.33	
IT Specialist 1	4.5	
Camera or NOTPOOD Initial, new location, central business district		
General Foreman	4	4 General Foreman billed on each camera for 1 or 2 camera location task orders. For fixed duration (not Aldermanc 1 year duration) task orders with 3 or more camera location, General Foreman billed on 1st location only.
Pulling fiber/cable not included		
Journeyman	4	
Assistant Project Manager	1	
Bucket Truck	4	
Bucket Truck	4	
IT Specialist 1	4.5	4.5 If required for configuration of new NOTPOOD
Camera or NOTPOOD Initial, replace existing, central business district		
General Foreman	3	3 General Foreman billed on each camera for 1 or 2 camera location task orders. For fixed duration (not Aldermanc 1 year duration) task orders with 3 or more camera location, General Foreman billed on 1st location only.
Power and fiber at pole location		
Journeyman	3	
Assistant Project Manager	0.5	
Bucket Truck	3	
Bucket Truck	3	
IT Specialist 1	4.5	4.5 If required for configuration of new NOTPOOD
3" Directional bore across open land, no restoration included, minimum of 50'		
	529.79	Per Foot
Professional Services		
Project Startup (Order Entry, Schedule, Submittal Package)		
Resource	Hours	Notes
Project Manager		
Video Architect/Network Engineer		
Project Manager		
Video Architect/Network Engineer	8	8 Minimum charge is 8 hours, larger projects will be custom quote.
Project Manager		
Video Architect/Network Engineer		
Equipment Procurement		
Project Manager		
Engineer		
Per 20 Business Days		
Per 20 Business Days		
Implementation		
Project Manager		
Engineer		
Per Day		
Per Day		

Skill	Work Hours	Supplier	Hours	Hourly Rate	Total	Description
A - card Journeyman	Straight Time	Local 134		\$ 132.00	\$ -	
A - card Journeyman	Time & One Half	Local 134		\$ 191.00	\$ -	
A - card Journeyman	Double Time	Local 134		\$ 252.00	\$ -	
A - card Journeyman	2nd Shift	Local 134		\$ 145.00	\$ -	
A - card Journeyman	3rd Shift	Local 134		\$ 151.00	\$ -	
A - card Foreman	Straight Time	Local 134		\$ 141.00	\$ -	
A - card Foreman	Time & One Half	Local 134		\$ 203.00	\$ -	
A - card Foreman	Double Time	Local 134		\$ 268.00	\$ -	
A - card Foreman	2nd Shift	Local 134		\$ 155.00	\$ -	
A - card Foreman	3rd Shift	Local 134		\$ 162.00	\$ -	
A - card General Foreman	Straight Time	Local 134		\$ 157.00	\$ -	
A - card General Foreman	Time & One Half	Local 134		\$ 228.00	\$ -	
A - card General Foreman	Double Time	Local 134		\$ 300.00	\$ -	
A - card General Foreman	2nd Shift	Local 134		\$ 173.00	\$ -	
A - card General Foreman	3rd Shift	Local 134		\$ 181.00	\$ -	
C - card journeyman	Straight Time	Local 134		\$ 109.00	\$ -	
C - card journeyman	Time & One Half	Local 134		\$ 157.00	\$ -	
C - card journeyman	Double Time	Local 134		\$ 207.00	\$ -	
C - card journeyman	2nd Shift	Local 134		\$ 119.00	\$ -	
C - card journeyman	3rd Shift	Local 134		\$ 125.00	\$ -	
C - card Foreman	Straight Time	Local 134		\$ 113.00	\$ -	
C - card Foreman	Time & One Half	Local 134		\$ 164.00	\$ -	
C - card Foreman	Double Time	Local 134		\$ 216.00	\$ -	
C - card Foreman	2nd Shift	Local 134		\$ 125.00	\$ -	
C - card Foreman	3rd Shift	Local 134		\$ 131.00	\$ -	
C - card General Foreman	Straight Time	Local 134		\$ 123.00	\$ -	
C - card General Foreman	Time & One Half	Local 134		\$ 178.00	\$ -	
C - card General Foreman	Double Time	Local 134		\$ 234.00	\$ -	
C - card General Foreman	2nd Shift	Local 134		\$ 135.00	\$ -	
C - card General Foreman	3rd Shift	Local 134		\$ 142.00	\$ -	
				\$ -		
Apprentice	Straight Time	Local 9		\$ 109.00	\$ -	
Apprentice	Time & One Half	Local 9		\$ 157.00	\$ -	
Apprentice	Double Time	Local 9		\$ 206.00	\$ -	
Helper/Groundman	Straight Time	Local 9		\$ 118.00	\$ -	
Helper/Groundman	Time & One Half	Local 9		\$ 149.00	\$ -	
Helper/Groundman	Double Time	Local 9		\$ 197.00	\$ -	
Journeyman Line and Operator	Straight Time	Local 9		\$ 132.00	\$ -	
Journeyman Line and Operator	Time & One Half	Local 9		\$ 191.00	\$ -	
Journeyman Line and Operator	Double Time	Local 9		\$ 253.00	\$ -	
Foreman	Straight Time	Local 9		\$ 152.00	\$ -	
Foreman	Time & One Half	Local 9		\$ 221.00	\$ -	
Foreman	Double Time	Local 9		\$ 291.00	\$ -	
General Foreman	Straight Time	Local 9		\$ 170.00	\$ -	
General Foreman	Time & One Half	Local 9		\$ 246.00	\$ -	
General Foreman	Double Time	Local 9		\$ 324.00	\$ -	

Safety Manager				\$ 143.00	\$ -	
½ ton pick up truck				\$ 14.00	\$ -	
1 ton Pickup Truck				\$ 20.00		
Fiber Splice Truck 1- 1/4 ton Based on FEMA 1-1/4 Ton Truck				\$ 22.00		
Bucket Truck (pickup or van) - Sum of FEMA 1 ½ truck plus the 40 ft truck mounted lift				\$ 36.75		

All Truck rates from FEMA equipment rental rates

<http://www.fema.gov/government/grant/pa/eqrates.shtm>

Project Management	Unit	Hourly Rates
Project Manager	Per Hour	\$ 200.00
Assistant Project Manager	Per Hour	\$ 143.00
Clerical Administrative Staff	Per Hour	\$ 71.00
Design	Unit	Hourly Rates
Video Architect	Per Hour	\$ 210.00
CBRNE architect/specialist	Per Hour	\$ 265.00
Certified Network Engineer	Per Hour	\$ 200.00
Network Technician	Per Hour	\$ 85.00
IT Specialist I	Per Hour	\$ 85.00
IT Specialist II	Per Hour	\$ 103.00
IT Specialist III	Per Hour	\$ 133.00
Installation Technician	Per Hour	\$ 142.00
Architect	Per Hour	\$ 140.00
Electrical Engineer	Per Hour	\$ 150.00
Mechanical Engineer	Per Hour	\$ 150.00
Civil Engineer	Per Hour	\$ 145.00
Structural Engineer	Per Hour	\$ 156.00
CAD Technician	Per Hour	\$ 85.00

EXHIBIT 8
Service Level Agreement

See attached.

1. SERVICE LEVELS

1.1. GENERAL

Contractor shall perform the Services at or above the levels of performance indicated in this Exhibit C. Schedule C-1 includes (i) the Critical Service Levels and Key Measurements, (ii) associated Minimum Service Levels and Expected Service Levels, and (iii) the SL Allocation assigned to each Critical Service Level.

Critical Service Levels and Key Measurements may be added, deleted or substituted by Chicago and Contractor through the change processes defined below during the Term in order to achieve a fair, accurate and consistent measurement of Contractor's performance of the Services.

1.2. DEFINITIONS

Terms used herein with initial capital letters shall have the respective meanings set below. [Note Availability/Downtime measures may not be applicable]

"At Risk Amount" shall mean, for any month during the Term, 15% of the total recurring maintenance charges payable by Chicago for that month. Statements of Work which do not include a maintenance agreement are not covered by a Service Level agreement and have no penalty risk associated.

"Availability" shall mean the Actual Uptime expressed as a percentage of the Scheduled Uptime for a particular Service (i.e., $\text{Availability \%} = ((\text{Actual Uptime})/(\text{Scheduled Uptime})) \times 100$). Availability measured on a monthly basis will use the number of seconds in the given month as the Scheduled Uptime. Outages caused by a force majeure event, or scheduled downtime, will be subtracted from the Scheduled Uptime value to create the Actual Uptime Value. Availability is monitored continually 24x7.

"Camera Viewing Availability" shall be a report run twice a day at 12 hour intervals. The Genetec camera availability reports function will be used to provide the report. The reports will be averaged over the month to determine the percentage of Camera Viewing Availability for that month."

"Chicago" shall mean the Chicago Office of Emergency Management and Communications or any City of Chicago Department.

"Contractor" shall mean Motorola Solutions, Inc.

"Critical Service Levels" shall mean those areas of service level measurement performed (except as may be otherwise provide herein) on a monthly basis for which a Service Level Credit may be payable. Critical Service Levels are identified in Schedule C-1.

"Downtime" shall mean the time that a particular Service is not available at the specified demarcation point, or, if no demarcation point is specified, for normal business use by the end user. For the purposes of this calculation, periods during which the Service is effectively unavailable due to degraded performance shall be counted as periods of Downtime.

"Expected Service Level" shall mean the desired level of performance for a Critical Service Level, as set forth in Schedule C-1.

"Expected Service Level Failure" shall mean that Contractor's level of performance in any individual month during the Term for a particular Critical Service Level, fails to meet the Expected Service Level so designated in Schedule C-1.

"Key Measurements" shall mean those service level measurements meaningful to

Chicago's business. Key Measurements such as Response Time and Uptime are defined in Schedule C-1 and associated with the Critical Service Levels.

"Penalty Escalator" is an additional penalty when Secondary and Tertiary Service Levels are exceeded.

"Reactive Maintenance" shall mean performing maintenance on units or equipment that is already broken down or damaged and may not be covered under an existing maintenance agreement.

"Response Time" shall mean the amount of time between the outage identification and when Contractor is actively working on the outage. The response may be either by remote access or arriving onsite.

"SL Multiplier" shall mean one hundred percent (100%).

"Scheduled Uptime" shall be calculated using the total number of seconds in a given measuring period. Service Level will be measured monthly as a percentage and defined in Schedule C-1.

"Secondary Service Level Failure" shall be measured in hours for Response Time and percentage for Scheduled Uptime. The Secondary Service Level is used to calculate additional penalty when the values listed in Schedule C-1 are exceeded. When a Secondary Service Level failure occurs an additional penalty is applied to the contractor.

"Service Level" shall mean, collectively, Critical Service Levels and Key Measurements.

"Service Level Credit" shall mean the amounts that Contractor may be required to pay to Chicago (or apply against monthly charges) in the event of a Service Level Failure.

"Service Level Failure" shall mean either a "Minimum Service Level Failure" or an "Expected Service Level Failure".

"SL Allocation" shall mean the percentage attributed to each Critical Service Level and totaling two hundred percent (200%). No Critical Service Level shall have an SL Allocation greater than fifty percent (50%).

"Spares" shall mean equipment owned by Chicago, inventoried by Contractor, and ordered as needed using the standard Field Order (FO) process.

"Tertiary Service Level Failure" shall be measured in hours for Response Time and percentage for Scheduled Uptime. The Tertiary Service Level is used to calculate additional penalty when the values listed in Schedule C-1 are exceeded. When the Tertiary Service Level is exceeded an additional penalty is applied to the contractor.

"Time to Resolve" shall mean the elapsed time between registration of the problem to Contractor's help desk and the successful resolution (i.e., repair or bypass, not escalation) of the problem as accepted by OEMC designated Representative..

"Time to Respond" shall mean the elapsed time between registration of the problem to Contractor's help desk and the time field technician notifies the OEMC designated Representative.

"Unavailability" shall mean the actual downtime expressed as a percentage of the Scheduled Uptime for a particular Service (i.e., Unavailability % = ((actual downtime)/(Scheduled Uptime)) x 100).

"Unit" shall mean the equipment located at the edge of the network and consisting of a camera and Police Observation Device (POD).

1.3. REPORTING

Unless otherwise specified in this Schedule C-1, each Critical Service Level and Key Measurement shall be measured on a monthly basis, percentages rounded (where applicable) to the nearest hundredth of a percent, other measures rounded to the nearest tenth.

1.4. SERVICE LEVEL CREDITS

Schedule C-1 sets forth the information required to calculate the Service Level Credits in the event of a Service Level Failure. For each Service Level Failure, Contractor will issue credit on the next invoice to Chicago. Service Level Credit is computed in accordance with the following formula:

$$\text{Service Level Credit} = \text{At Risk Amount} \times \text{SL Allocation} \times \text{SL Multiplier}$$

For example, assume that Contractor experiences a Service Level Failure for a Critical Service Level, which has an SL Allocation of 10%. Further, assume that Contractor's charges for the month in which the Service Level Failure occurred were \$250,000. The Service Level Credit due to Chicago for such Service Level Failure would be computed as follows:

$$\text{Service Level Credit} = (\$250,000 \times 15\%) \times (10\%) \times (100\%) = \$7,500$$

If more than one Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to Chicago; provided, however, that in no event shall the amount of Service Level Credits credited to Chicago with respect to all Service Level Failures occurring in a single month exceed, in total, the At Risk Amount.

Chicago and Contractor may make changes to the SL Allocation for any Critical Service Level by mutual agreement not more than once each calendar year.

Contractor shall notify Chicago in writing if Chicago becomes entitled to a Service Level Credit from Contractor, which notice shall be provided monthly and shall describe the Service Level Failures for the month that is the subject of the monthly Critical Service Level report provided by Contractor. The monthly reports shall also describe any failure to meet Key Measurements for the month being reported on.

The total amount of Service Level Credits that Contractor will be obligated to pay to Chicago, with respect to Service Level Failures occurring each month, shall be reported by Contractor on a monthly basis. Although Service Level Credits shall be shown on each monthly report, the credits will be payable to Chicago on a yearly basis as described below.

1.5. DELIVERABLE CREDIT

Contractor acknowledges that Chicago compensates Contractor to deliver certain critical Deliverables ("Critical Deliverables") by the time and in the manner agreed to by the parties in a Statement of Work. If Contractor fails to provide such Critical Deliverables as required, then, in addition to the other remedies available to the Chicago, Contractor shall pay or credit to the Chicago credits ("Critical Deliverable Credits"), as more particularly set forth below, in recognition of the diminished value of the Critical Deliverables resulting from Contractor's failure to meet the agreed upon level of performance, and not as a penalty. Critical Deliverable Credits shall be payable in an amount equal to up to five percent (5%) of the Fees for the Critical Deliverable in question. If the Chicago recovers monetary damages from Contractor as a result of Contractor's failure to provide a Critical Deliverable as required, Contractor shall be entitled to set-off against such damages any Critical Deliverable Credits paid for the

failures giving rise to such recovery.

1.6. ADDITIONS AND DELETIONS OF SERVICE LEVELS

Chicago and Contractor may add or delete Service Levels annually, by mutual agreement.

1. Additions.

New Service Levels will be established in one of the following ways:

Where a new Service Level is comparable to an established Service Level, (i) the Expected Service Level for the new Service Level shall equal the then-applicable Expected Service Level for the comparable Service Level, and (ii) the Minimum Service Level for the new Service Level shall equal the then-applicable Minimum Service Level for the comparable Service Level.

Where no comparable Service Level exists, but where at least nine months of service measurements exist for a particular Service that is being provided by Contractor, (i) the Expected Service Level shall equal the average of the best six (6) months measurements for those prior nine months, and (ii) the Minimum Service Level shall be equal to the lowest service measurement achieved during those prior nine months.

Where no measurements exist for a particular Service, Contractor shall measure and report to Chicago actual service attainment for nine months, and the foregoing paragraph shall then be used to establish the Expected Service Level and the Minimum Service Level associated with that Service.

1.7. COOPERATION

The achievement of the Service Levels by Contractor may require the coordinated, collaborative effort of Contractor with other third parties contracted by Chicago. Contractor will provide a single point of contact for the prompt resolution of all Service Level Failures and all failures to provide high quality Services to Chicago, regardless of whether the reason for such Service Level Failures, or failure to provide high quality Services to Chicago, was caused by Contractor.

1.8. CONTINUOUS IMPROVEMENT - CRITICAL SERVICE LEVELS

The Parties agree to the concept of continuous improvement and that the Critical Service Levels should be reviewed and potentially modified during this Agreement to reflect this concept. To accomplish this, Critical Service Levels will be reviewed each year as described below:

Each Expected Service Level and each Minimum Service Level will be reviewed annually by the operations teams from Chicago and Contractor. The Parties may agree to change the Expected Service Level and/or Minimum Service Levels for any category. Such agreement may be reached at no change in the scope, price or contract terms, although it does not preclude a change specifically where such change is a result of a new or changed business requirement.

1.9. ROOT CAUSE ANALYSIS FOR CRITICAL SERVICE LEVELS

If Contractor fails to provide Services in accordance with this Agreement, including the Service Levels and Quality Assurance Plan, Contractor shall, after restoring Service or otherwise resolving any immediate problem: (i) promptly investigate and report on the causes of the problem; (ii) provide a Root Cause Analysis of such failure as soon as practicable after such failure in accordance with the severity level of such failure; (iii) correct the problem as soon as practicable (regardless of cause or fault) or coordinate the

correction of the problem if Contractor does not have responsibility for the particular Service that is at issue, and begin meeting the Service Level; (iv) advise the Commission of the status of remedial efforts being undertaken with respect to such problem; (v) take all commercially reasonable actions necessary to prevent any recurrence of the problem; (vi) if Contractor caused the problem, demonstrate to the reasonable satisfaction of the Commission that the causes of such problem have been or will be corrected on a permanent basis; and (vii) participate and contribute to the Commission's or City's situation management process. "Root Cause Analysis" means the formal process to be used by the Contractor to diagnose problems at the lowest reasonable level so that corrective action can be taken that will eliminate repeat failures. Contractor shall implement a Root Cause Analysis as specified in this Section or as reasonably requested by the Commission or the City.

1.10. IMPROVEMENT PLAN FOR KEY MEASUREMENTS

If Contractor fails to satisfy any Minimum Service Level for a Key Measurement, Contractor shall provide Chicago with a written plan for improving Contractor's performance to satisfy the Minimum Service Level for the Key Measurement within thirty (30) days of the failure to achieve the Minimum Service Level for the Key Measurement, which plan shall be subject to Chicago's approval. Contractor shall promptly implement such plan once it has been approved by Chicago.

1.11. MEASURING TOOLS

Contractor will use standards based IP and SNMP device management tools to measure each Service Level as of the date of signing this Agreement. The measuring tools are provided by Contractor and are acceptable to Chicago. Contractor will continue to make the measuring tool available during the term(s) of the Agreement. If Chicago desires to use a different measuring tool for an existing Critical Service Level or Key Measurement, or if Contractor or Chicago institutes a new measuring tool to measure any new Key Measurement or Critical Service Level, Chicago shall provide written notice to Contractor and the different/new tool shall be subject to Contractor approval if such measuring tool impacts Contractor's systems in any way. In connection with the implementation of any different/new measuring tool, the Parties will reasonably adjust the measurements as necessary to account for any increased or decreased sensitivity in the new measuring tools; provided that, if the Parties cannot agree on the required adjustment, Chicago or Contractor will continue to use the measuring tool that had been initially agreed to by the Parties. It is not anticipated that changes in the monitoring tools will drive changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in performance monitoring tools. Contractor will have timely access to the underlying detailed data supporting Service Level measurements.

1.12. SINGLE INCIDENT Resulting in MULTIPLE FAILURES

If a single incident results in the failure of Contractor to meet more than one Minimum Service Level, Chicago shall have the right to select any one of such multiple Minimum Service Level Failures for which it will be entitled to receive a Service Level Credit. Chicago shall not be entitled to a Service Level Credit for each of such Minimum Service Level Failures. Example of a single incident resulting in multiple failures is when a wireless Access Point fails. Access Points provide connectivity to many Subscriber Modules, these Subscriber Modules provide connectivity to cameras. A single Access Point failure may result in multiple cameras being unavailable. One Service Level Credit will be applied for the multiple failures which were due to a single incident.

1.13. REMEDIES

The provision of Service Level Credits and Deliverable Credits will not constitute the sole and exclusive remedy for a Service Level Default or a Critical Deliverable default, respectively; OEMC shall have all other rights available in law and equity with respect to Service Level Defaults and Critical Deliverable defaults, respectively.

1.14. EXCEPTIONS

Contractor shall not be responsible for a failure to meet any Service Level to the extent that such failure is directly attributable to any of the following:

1. Chicago or Chicago's third party contractor's acts, errors, omissions, or breaches of this Agreement.
2. Infringements of third party proprietary rights by Chicago or its third party contractors.
3. Willful misconduct or violations of law by Chicago or its third party contractors.
4. Failure to conduct repair on equipment that has been identified and agreed in writing by Chicago to be unserviceable. Such agreement shall have been made identifying the equipment as unserviceable prior to any failure incident qualifying as an exception.
5. Calls are required to be routed to a third party contractor of Chicago or to Chicago to resolve the problem;
6. Resolution by Chicago, business, or engineering applications support personnel is required to fix the problem for business or engineering applications that are not supported by the Contractor as part of the Agreement,;
7. Resolution by a software provider is required to fix the problem (e.g. software fix, new release, etc.) for software that is not supported by the Contractor as part of the Agreement,.
8. Force Majeure events, as defined in the Agreement.
9. One of the following reasons listed :

SLA Non-Standard Reasons

 - a. Client Unavailable - Customer or equipment not available prior to Target Date for completion.
 - b. Configuration - Reconfiguration of equipment other than the standard or complex configuration.
 - c. Facilities - Waiting on local facilities personnel to get access or complete a process in order for Contractor to complete the Work.
 - d. Geographic Location - No access to site or equipment due to Acts of God.
 - e. Chicago third party contractor - Waiting on Chicago third party contractor personnel to complete a process in order for Contractor to complete the Work.
 - f. Non-Standard Equipment - Equipment no longer manufactured, supported, or unavailable in the market
 - g. Stock not on Hand - Parts or spare equipment not in stock or on hand because Chicago did not provide stock that Contractor requested in accordance with the Agreement.

1.15. EXCLUSIONS

For purposes of calculating Availability, Scheduled Uptime and Downtime shall not include any period of Downtime that is the result of scheduled time required to perform system maintenance (e.g., preventive maintenance, system upgrades, etc.), provided that such time has been mutually agreed between the Parties and is scheduled so as to minimize the impact to Chicago's business. Contractor shall maintain Availability during such periods to the extent reasonably practicable. At Chicago's request, Reactive Maintenance applications may be included for the purposes of service level calculations.

Motorola Solutions - Schedule C-1

SL ID	Critical Service Level Key Measurement	Measurement Type	Measurement Description	Expected Service Level	Secondary Service Level	Tertiary Service Level	Service Level Allocation
1	Time to Acknowledge	General Response Time	Average	≤0.25 hrs	≤0.375 hrs	≤0.5 hrs	4.00%
2	Time to Respond - Severity 1	General Response Time	Average	≤1 hrs	≤1.5 hrs	≤2 hrs	40.00%
3	Time to Respond - Severity 2	General Response Time	Average	≤24 hrs	≤36 hrs	≤48 hrs	20.00%
4	Time to Respond - Severity 3	General Response Time	Average	≤48 hrs	≤72 hrs	≤96 hrs	8.00%
5	Time to Restore - Severity 1	General Response Time	Average	≤4 hrs	≤6 hrs	≤8 hrs	40.00%
6	Time to Restore - Severity 2	General Response Time	Average	≤72 hrs	≤108 hrs	≤144 hrs	20.00%
7	Time to Restore - Severity 3	General Response Time	Average	≤120 hrs	≤180 hrs	≤240 hrs	8.00%
8	Genetec Server(s) & Storage	Availability	Monthly	≥99%	≥97%	≥95%	15.00%
9	Core Network Availability	Availability	Monthly	≥99%	≥97%	≥95%	15.00%
10	Camera Viewing Availability	Viewing Availability	Monthly	≥94%	≥92%	≥90%	15.00%
11	GIS Mapping Availability	Availability	Monthly	≥99%	≥97%	≥95%	15.00%
							200.00%

Penalty Escalator	Multiplier
Secondary SL Exceeded	50%
Tertiary SL Exceeded	100%

Individual Unit Penalty Example		Secondary Service Level Failure		Tertiary Service Level Failure	
Expected Service Level Failure Penalty		Secondary Service Level Failure		Tertiary Service Level Failure	
Monthly Unit Maintenance Cost	\$ 100.00	Monthly Unit Maintenance Cost	\$ 100.00	Monthly Unit Maintenance Cost	\$ 100.00
At Risk Percentage	100%	At Risk Percentage	100%	At Risk Percentage	100%
Severity 1 Response SL Allocation	40%	Severity 1 Response SL Allocation	40%	Severity 1 Response SL Allocation	40%
Incident Penalty	\$ 40.00	Incident Penalty	\$ 40.00	Incident Penalty	\$ 40.00
Penalty Escalator	N/A	Penalty Escalator	\$ 20.00	Penalty Escalator	\$ 40.00
Total Penalty	\$ 40.00	Total Penalty	\$ 60.00	Total Penalty	\$ 80.00

Monthly Uptime SLA	
Genetec Environment & Camera Storage	99%
Core Network Availability	99%
Camera Viewing Availability	94%
GIS Map Availability	99%

System Penalty Example		Secondary Service Level Failure		Tertiary Service Level Failure	
Expected Service Level Failure Penalty		Secondary Service Level Failure		Tertiary Service Level Failure	
Monthly System Maintenance	\$ 297,000	Monthly System Maintenance	\$ 297,000	Monthly System	\$ 297,000
At Risk Percentage	15%	At Risk Percentage	15%	At Risk Percentage	15%
Genetec Server(s) & Storage SL Allocation	15.0%	Genetec Server(s) & Storage SL Allocation	15.0%	Genetec Server(s) & Storage SL Allocation	15.0%
Penalty	\$ 6,682.50	Penalty	\$ 6,682.50	Penalty	\$ 6,682.50
Penalty Escalator	N/A	Penalty Escalator	\$ 3,341.25	Penalty Escalator	\$ 6,682.50
Total Penalty	\$ 6,682.50	Total Penalty	\$ 10,023.75	Total Penalty	\$ 13,365.00

Service Level Credit EXAMPLE= (\$297,000 times 15%) times (15%) times (100%) = \$6,682.50



MOTOROLA SOLUTIONS

MOTOROLA CUSTOMER SUPPORT PLAN

Prepared For :

OFFICE OF EMERGENCY
MANAGEMENT AND
COMMUNICATION
1411 W Madison St

CHICAGO, IL 60607

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Introduction

Your Customer Support Plan contains everything you need to know in order to take advantage of the services provided in your contract. This support plan was designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola Service professionals share a single, simple commitment - to deliver the most optimal and efficient solutions, made operational with attention to quality and measurable against key metrics. Motorola's Services organization is ready with the right combination of innovation, experience, process discipline and resources to provide you with the best support for your network.

You can be confident that you will receive the highest level of service, as you would expect from the world's communication leader. Our attention to quality and security has its roots in Motorola's storied pioneering of Six Sigma and dedication to best practices frameworks including ISO9001, TL9000, ITIL and FM with a future direction to move towards LEAN. Motorola has also received two Malcolm Baldrige National Quality Awards. Our commitment to quality assures our customers of the very finest and most timely service available.

Motorola has a corporate-wide standard in place which we refer to as 5NINES: SYSTEM AVAILABILITY. Our ability to provide highly available, easy-to-use systems is critical to our fundamental objective of total customer satisfaction and our position as a communications industry leader. 5NINES, or 99.999% availability (no more than 5 minutes total downtime per year), is the telephony standard to which all Motorola wireless systems aspire. We are committed to a new design culture, ease of use and operational simplicity, robustness metrics, and common platforms and network architecture.

The Terms and Conditions of your Agreement and all its other Exhibits will take precedence over this Customer Support Plan. In case of any contradiction, please contact the Motorola representative(s) below.

Please take a moment to review your Customer Support Plan. Your Account Executive or Customer Support Manager can answer any further questions you may have.

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of your support contract (maintenance or warranty) by serving in the role of customer advocate. They serve as a point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

Any changes to the information in this document should be communicated to your Customer Support Manager as soon as possible.

Your Customer Support Manager is:	William Kaspari
Phone:	224-276-3384
Email:	billkaspari@motorolasolutions.com

Account Manager

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction

Your Account Manager is:	Tom Dobbertin
Phone:	(847)651-4715
Email:	tom.dobbertin@motorolasolutions.com

Overview of Services

This section briefly describes the services OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATION will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Executive.

Dispatch Service

The System Support Center's (SSC) Call Center Operations is the central point of contact for all your technical customer service requests. Their function is to manage all calls so the request will be tracked and monitored from beginning to end, via the Case management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of your Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure customer satisfaction and Motorola compliance to our contracted commitments.

Network Monitoring Service

Network Monitoring Service

With Network Monitoring Service, your System is electronically monitored for Events that are detected and forwarded to the Motorola System Support Center using the Integrated Network Management? tools. The System Support Center is staffed with highly trained technologists, who acknowledge the Event, run available diagnostic routines, initiate an appropriate response.

Onsite Infrastructure Response

If the Call Center Operations determines that hands-on support is needed to resolve the problem, they will dispatch the appropriate Motorola Local Service Provider to perform repairs, such as exchange fru's, or take other appropriate action.

On Site Infrastructure Response provides for on-site Motorola Local Service Provider response as determined by pre-defined severity levels and response times in Section 7 of this document. Severity 1 issues are dispatched twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

The standard Response time is 4 hours or less for Severity 1 events.

Special Product

SP - CONTRACT ADMINISTRATION SERVICE

Warranty and/or Service Agreement Information

Customer Number: 1036589581
Billing Tag: 0001

Service Agreement Information

Infrastructure Service Agreement number: S00001019032 CHG03

Fixed equipment Service Agreement start date: 01-JAN-
Fixed equipment Service Agreement end date: 31-DEC-

I. How To Obtain Services

How To Obtain Network Monitoring Service

Action	Information
Network Monitoring Notification of System Events for system types: HIGH PERFORMANCE DATA	Upon receipt of an Event, the Network Monitoring Operations Team will create a Case and determine the severity level based on the definitions in Section 7.
	The Network Monitoring Operations Team will begin to diagnose an event by interrogating the system via the dedicated or dial up connection to the system.
	If remote fix is not possible, comments will be added to the Case and the Dispatch Operations center will follow the procedures for Dispatch Service for on site response.

How To Obtain Dispatch Service

Action	Information
Call the System Support Center	1-800-323-9949
Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at this time. Time available for call back Email address
Standard Response Time	RESPONSE Severity 1: 4 hours Severity 2 * 48 hours Severity 3 * 120 hours <i>*Standard Business Days/See Section 7 for Severity Level definitions.</i>

Caller will receive a Case number for tracking the service request.

The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949

The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.

Notification of CASE Activity

The following persons at OFFICE OF EMERGENCT MANAGEMENT AND COMMUNICATION will be notified when the following events occur on a Case: Open, Assigned, Site Arrival, Deferred, Closure.

The people will be notified via pager or email as indicated below:

Name: Bill Kaspari
Text Msg
Email: billkaspari@motorolasolutions.com

Notification of CASE Activity

The following persons at OFFICE OF EMERGENCT MANAGEMENT AND COMMUNICATION will be notified when the following events occur on a Case: Open, Closure

The people will be notified via pager or email as indicated below:

Name: Darren Roberts
Text Msg:
Email: darren.roberts@motorolasolutions.com

Name: Brad White
Text Msg:
Email: Brad@monteltech.com

Name: Mark McCoy
Text Msg:
Email: mmccoy@quantumcrossings.com;

Name: Mike Donovan
 Text Msg:
 Email: mdonovan@quantumcrossings.com

Name: Kris Larimer
 Text Msg:
 Email: PQVG64@motorolasolutions.com

Name: Randy Williams
 Text Msg:
 Email: Randy.Williams@cityofchicago.org

Name: Matt Kosek
 Text Msg:
 Email: Matt.Kosek@motorolasolutions.com

Name: Jim Weil
 Text Msg:
 Email: jim.weil@motorolasolutions.com

<p>Coordination of Repair</p>	<p>The Motorola Local Service Provider will exchange FRUs/components/assemblies, or take other appropriate action to restore the system.</p> <p>If the problem is found to be power related, OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATION will be responsible to coordinate the resolution.</p> <p>If the problem is found to be antenna, or telco related, OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATION will be responsible to coordinate the resolution.</p> <p>If the problem is found to be telco related, OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATION will be responsible to coordinate the resolution.</p>
<p>Verification</p>	<p>Once the issue is resolved, the Motorola Local Service Provider will call the SSC Call Center to request verification.</p>

Case Number Closure

How to Obtain Reports

Dispatch Services Reporting

Your Customer Support Manager will provide Activity Reports on a periodic basis.

How to Obtain Special Products

SP - CONTRACT ADMINISTRATION SERVICE

Above Contract Services

Services that need to be performed that are not covered by the Agreement are considered 'above contract' and are billable to OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATION . Any above contract work must be authorized or work will not be billable and cannot be performed. Please refer to your Agreement for the Statements of Work and Terms and Conditions for the services that OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATION has purchased

The following person will be contacted for approval on above contract work:

Above Contract Customer P.O. Authorization:

Name:

Glossary of Terms and Acronyms

CASE NUMBER: The number assigned to a customer's request for service. The SSC Call Center electronically tracks all Case Numbers to assure customer satisfaction.

CSM: Customer Support Manager

CSP: Customer Support Plan

ETA: Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.

FRU (Field Replaceable Unit): A FRU is a Field Replaceable Unit which is any module or board which can be removed from a piece of fixed equipment and exchanged with an identical module or board.

IDO: Infrastructure Depot Operations

MOTOROLA LOCAL SERVICE PROVIDER: A Motorola authorized service provider or a Motorola Field Technical Representative.

RA: Return Authorization needed by the System Support Center prior to sending equipment in for repair.

RESPONSE: Response times are defined as having an on-site technician, a remote systems technologist or a remote network specialist having taken assignment of the issue and working on the system.

RSC: Radio Support Center

RSS: Radio Service Software

SEVERITY: Each incoming call is assigned a severity level of Severity One, Two, or Three. Severity levels determine the Response Time Commitments. See Section 7 for your Severity Level definitions.

SSC: System Support Center

Severity Level Definitions

Severity Level Matrix	
Severity Level	Problem Type (If applicable)
Severity 1	Major System Failure Dispatched 7 x 24 x 365 days. 33% degraded
Severity 2	Significant System Impairment Dispatched 8 x 5 Monday - Friday, standard business days
Severity 3	Upgrades or intermittent problems, Minor system problems, individual or small group of hardware presently being monitored. Work to be performed at a later time. 8 x 5 Monday - Friday, standard business hours

CUSTOMER CONTACTS

lease contact CSM if any of the information provided below has changed.

Customer Information

Customer:

Office of Emergency
Management and
Communications

Above Contract PO Authorization:

OEMC Representative

Contact for Service Escalations:

OEMC Representative

Customer Communications Director

Ruben Madrigal
Work: 312-296-8582
Madrigal, Ruben [ruben.madrigal@cityofchicago.org]

Network Preventative Maintenance Schedule

Submitted January of each year



MOTOROLA SOLUTIONS

Call Center Operations 1-800-323-9949

OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATION Service Call Procedure for Fixed Infrastructure

To Place a Service Call...

Step	What you need to do:	Information to Provide
1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your Customer Name	OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATION
3	Type of Request	"I would like to open a service call."
4	Provide System & Site ID #	See Side 2 of this card
5	Identify the Severity Level	See Severity Table below
6	Your Name and Telephone Number	
7	Description of the Problem/Failure	As detailed as possible.

8	Record the Service Case Number provided to you by Motorola Call Center Operations for service call tracking purposes.	
	If on site support is required to resolve the service request, the Motorola Call Center Operations will dispatch the appropriate local field service provider.	

To inquire on the Status of a Service Call...

1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your Customer Name	OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATION
3	Provide Type of Request	"I would like to check on the status of a service call."
4	The Service Case number assigned at the time the service call was opened.	The number you documented in Step #8

SEVERITY LEVELS

Standard Severity & Response Times

Level	Response	Definition
Severity 1	4 hour Response	System/large site down or extremely degraded
Severity 2	48 hour Response*	Degraded system/site
Severity 3	120 hour Response*	Non emergency, non user effecting

*Standard Business Days, Mon-Fri 8:30 a.m. - 4:30 p.m. Local Time, excluding Motorola holidays.

POD Site IDs and Location

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