

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET**

FOR NCRB USE ONLY	
Date	12.7.10
Recommend Approval	<input checked="" type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote	111

**NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with <name of person or firm> for the product(s) and/or service(s) described herein.

This is a request for:

One-Time Contractor Requisition #: <Requisition>, copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the <scope/description/name> (Attach List).

Pre-Assigned Specification No.:

Pre-Assigned Contract No.:

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: 15383

Company or Agency Name: Motorola

Specification #: 53860

Contract or Program Description: Replacement Parts and Repair Service for Motorola 2-Way Communication Equipment and Related Systems

Modification #: 2

(Attach List, if multiple)

Rosemary McDonnell

746.9369

R. Culley
Signature

OEMC

November 22, 2010

Originator Name
(mm/dd/yr)

Telephone

Department

Date

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
 - a. This is an existing contract that a vendor limit increase and time extension is being requested.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
 - a. Continuation – The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. A purchase contract (PO#8873) covering replacement assemblies, accessory parts and related services were established in 2006 to maintain the radio system. Contact 15383 covers the replacement parts and repair services for Motorola's 2-way communications equipment and related systems. City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.
 - b. Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
 - a. This is an existing contract on which an extension and vendor limit increase is being requested, not a new contract. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
 - b. This is an existing contract on which an extension and vendor limit increase is being requested, not a new contract.
4. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
 - a. Until the entire system is changed out and a different vendor selected OR Motorola decides to allow technicians from other manufacturers to manufacture, repair and otherwise configure their proprietary equipment; Motorola will continue to be the only vendor capable of providing replacement parts and depot repair services.
 - b. Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.
 - c. Motorola is also the manufacturer of many of the individual component parts contained within its systems and equipment. Proprietary components manufactured by Motorola include a wide variety of semiconductor devices, (integrated circuits and discrete components) oscillators, crystals, etc.
 - d. All replacement parts sold by Motorola are physically identified with a Motorola part number. Any installation of replacement parts procured from other sources voids Motorola direct or associated equipment product warranty that may be in effect.
 - e. All work service provided by Motorola is performed by FCC licensed technicians who are direct employees of Motorola and no sub-contractors are licensed or authorized to perform this service.
5. Explain whether or not future competitive bidding is possible. If not, why not?
 - a. Until the entire system is changed out and a different vendor selected OR Motorola decides to allow technicians from other manufacturers to manufacture, repair and otherwise configure their proprietary equipment; Motorola will continue to be the only vendor capable of providing replacement parts and depot repair services.
 - b. The cost of a replacement system is astronomical due to spectrum availability in the City and the fact that a long term phased in approach is not practical; an entire new system would need to be up and operational and then a hard cut-over would need to take place.

ESTIMATED COST

OEMC is requesting a \$5 million dollar vendor limit increase, all of which comes from the Urban Area Security Initiative (UASI) 2010 federal grant. No City dollars will be used.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
 - a. The current contract term date is July 1, 2007-June 30, 2011. OEMC has one extension left on this contract, and we are choosing to use it. Pending approval, the new contract end date will be June 30, 2012. **N&W (K)**
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
 - a. Not at all.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
 - a. This is a replacement parts and repair services contract, completion dates have no bearing.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.
 - a. Currently, there is a huge backlog of radio repairs that need to be made and replacement parts that need to be purchased for repair of the current radio systems. If that delay is increased, the risk of not having working radio equipment for public safety is very real.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
 - a. This is not a Professional Services Contract
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
 - a. Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.
 - b. Motorola is also the manufacturer of many of the individual component parts contained within its systems and equipment. Proprietary components manufactured by Motorola include a wide variety of semiconductor devices, (integrated circuits and discrete components) oscillators, crystals, etc.
 - c. All replacement parts sold by Motorola are physically identified with a Motorola part number. Any installation of replacement parts procured from other sources voids Motorola direct or associated equipment product warranty that may be in effect.
 - d. All work service provided by Motorola is performed by FCC licensed technicians who are direct employees of Motorola and no sub-contractors are licensed or authorized to perform this service.
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
 - a. See above for exclusive capability.
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
 - a. See above for exclusive capability.
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
 - a. See above for exclusive capability.
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?
 - a. The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. A purchase contract (PO#8873) covering replacement assemblies, accessory parts and related services were established in 2006 to maintain the radio system. Contact 15383 covers the replacement parts and repair services for Motorola's 2-way communications equipment and related systems. City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.
 - b. Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. Many of the replacement parts/assemblies/modules are available only from Motorola as they either manufacture the items themselves, or they exclusively license third party manufacturer for Motorola. The equipment being supported are extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.
 - c. This contract is also used extensively by seven (7) City departments which include Departments of Police, Emergency Communications, Fire, Streets & Sanitation, Health, Aviation and Water. The Office of Emergency Communications is the largest volume user.
 - d. Over recent years, the City's emergency communications system has expanded to include sophisticated, centralized communications and dispatch systems that integrate the emergency response of Chicago's public safety agencies. The existing radio network contains data radio systems for the Chicago Fire and Police Departments' emergency operations are comprised solely of Motorola equipment and related software.
 - e. The Office of Emergency Management Communications is responsible for the maintenance, enhancement, and

upgrading of communications equipment used by the Police, Fire and Emergency Medical Services operations of the City. This includes transmitters, base station equipment, portable radios, data terminals, test equipment, mobile radios and terminals used in the field and at various locations throughout the City.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

Yes. The City utilizes several Motorola Proprietary equipment, including SMARTNET radio systems (the Organize Crime Division as well as the Chicago Department of Aviation all use this technology). proprietary radio systems. Motorola is the only vendor with a diverse array components and accessories to allow for the City Radio Technical to repair and maintain the radio infrastructure and the portable and mobile radios.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

a. See #2 above.

OTHER

Attached are the Scope of Work, and supporting documentation from Motorola.

APPROVED BY:


DEPARTMENT HEAD OR DESIGNEE

11-22-10.
DATE


BOARD CHAIRPERSON

12-7-2010
DATE

JOSE A. SANTIA
PRINT NAME

Rich Butler
PRINT NAME


CHIEF PROCUREMENT OFFICER

12/22/10
DATE OF APPROVAL



City of Chicago
Richard M. Daley, Mayor

Office of Emergency Management
and Communications

José A. Santiago
Executive Director

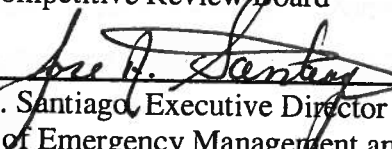
1411 West Madison Street
Chicago, Illinois 60607-1809
(312) 746-9111
(312) 746-9120 (FAX)

www.cityofchicago.org

MEMORANDUM

TO: Jamie Rhee, Chief Procurement Officer
Department of Procurement Services

Richard Butler, DPS First Deputy and Chair
Non Competitive Review Board

FROM: 
José A. Santiago, Executive Director
Office of Emergency Management and Communications

DATE: November 22, 2010

RE: **Vendor Limit Increase and Time Extension**
Motorola PO#15383 Spec 53600
Replacement Parts for 2-Way Radio Equipment

The Office of Emergency Management and Communications (OEMC) respectfully requests a one year time extension and a vendor limit increase of \$5,000,000 for PO 15383: Motorola Replacement Parts for 2-Way Radio Equipment. Pending approval, the new contract end date would be June 30, 2012. This will be grant funded, using the Urban Area Security Initiative (UASI) 2010 funding. *2011 original exp- \$5mil over 2yr*

In addition to OEMC, 6 other departments rely on this contract:

1. Chicago Police Department
2. Chicago Fire Department
3. Streets and Sanitation
4. Health Department
5. Department of Aviation
6. Department of Water Management

The Chicago Police Department (CPD) is in critical need of this contract to purchase radios, radio cables, and batteries. CPD needs this equipment as part of their public safety work.

Background

In 2007, the OEMC was awarded this sole source contract. Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services of two-way radio equipment.

Motorola continues to provide a significant percentage of the City's two-way radio communications equipment. Motorola is a market leader in public safety telecommunications. Two-way radio voice, mobile data, radio equipment is a vital communications link for first responders in the delivery of emergency services including 911 operations. It is imperative that the City



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Vote _____	

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Request that negotiations be conducted only with <<name of person or firm>> for the product(s) and/or service(s) described herein.

This is a request for:

One-Time Contractor Requisition #: <<Req No>>, copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the <<proj description/name>> (Attach List).

Pre-Assigned Specification No.: _____

Pre-Assigned Contract No.: _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: 15383

Company or Agency Name: Motorola

Specification #: 53600

Contract or Program Description: Replacement Parts and Repair Service for Motorola 2-Way Communication Equipment and Related Systems

Modification #: 2

(Attach List, if multiple)

Rosemary McDonnell

746.9369

Originator Name
(mm/dd/yr)

Telephone

Rosemary McDonnell
Signature

OEMC

Department

November 22, 2010

Date

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
 - a. This is an existing contract that a vendor limit increase and time extension is being requested.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
 - a. Continuation – The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. A purchase contract (PO#8873) covering replacement assemblies, accessory parts and related services were established in 2006 to maintain the radio system. Contract 15383 covers the replacement parts and repair services for Motorola's 2-way communications equipment and related systems. City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.
 - b. Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attach a DPS Checklist and any other required documentation. The Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved ITGB form.

REVIEW AND APPROVAL

This form must be signed by both Originator of the request and signed by the Department Head or authorized designee. After review and final disposition from the Board, this form will be signed by the Chairperson of the Board. After review and final disposition from the Board, this form will be signed by the Chief Procurement Officer for final approval.

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received

Date Returned

Date Accepted

CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: 11/15/2010	Need by (estimated date): 2/1/2011	
Requisition No.: 53169	Contact Person: Rosemary McDonnell	Project Manager: Aric Roush
Specification No.: (if known) 53600	Telephone: 746.9369	Telephone: 746.9268
PO No.: (if known) 15383	Fax:	Fax:
Modification No.: (if known)	Email: rmcdonnell@cityofchicago.org	Email: aroush@cityofchicago.org
Previous PO No.: (if known)		

Project Description: OEMC time extension and Vendor Limit Increase to PO 15383: *Motorola Replacement Parts and Repair Services for Motorola Two-Way Communication Equipment and Related Systems*. Time extension will be for one year, 12 months for a new contract end date of 6/30/2012. The additional dollars come from grant funds-Urban Area Securities Initiative (UASI) 2010. Seven City Departments rely on this contract.

Funding:

City: Corporate Bond Enterprise Grant* Other:
 State: IDOT/Transit IDOT/Highway Grant* Other:
 Federal: FHWA FTA FAA Grant* Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
1	09	2705	058	2705	220400			09GW3B	5,000,000

Term Estimated Value \$5,000,000

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE COMMITTED OR SPENT BY DEADLINE: December 2012 (DATE)

Scope Statement:

✓ Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request

- Blanket/Term/DUR/Agreement
 Master Agreement (Task Order)
 Standard/One-Time Purchase

Forms

- Requisition
 Special Approvals
 Non-Competitive Review Board (NCRB)

Modification/Amendment

- Time Extension**
 Vendor Limit Increase
 Scope Change/Price Increase/Additional Line Item(s)
 Other (specify):

Contract Term: July 1, 2007-June 30, 2012

** Requested Term (Number of Months): 12 months

Pre-Bid/Submittal Requirements:

- Mandatory Pre Bid/Submittal Conference? Yes* No
 Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

The following is a general description of what should be included in a Scope of Services or Specification:
 A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Current Insurance Requirements prepared/approved by Risk Management: Yes No
 Will services be performed within 50 feet of CTA train or other railroad property? Yes No
 Will services be performed on or near a waterway? Yes No

If applicable, **Pre-Qualification** Category No. _____ Category Description: _____
 For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If **Amendment request**, please verify and provide the following:

Contractor's Name:
 Contractor's Address:
 Contractor's e-mail Address:
 Contractor's Phone Number:
 Contractor's Contact Person:

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:
 Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No
 Will work be performed within 50 feet of CTA or ATS structure or property? Yes No
 Will work be performed airside? Yes No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)? Yes* No Redacted
 *If yes, attach Confidentiality Statement

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

If **Amendment request**, please verify and provide the following:

Contractor's Name:
 Contractor's Address:
 Contractor's e-mail Address:
 Contractor's Phone Number:
 Contractor's Contact Person:

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

Is this a **Revenue Producing contract**?

Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

Is this a **Request for Information (RFI)**?

Yes No

Is this a **Request for Qualifications (RFQ)**?

Yes No

Is this a **Request for Proposal (RFP)**?

Yes No

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

Yes* No

If yes, Company Name: **PO#**

Attach a narrative explaining the consulting services and deliverables provided.

Is this a **Non-Competitive Procurement**?

Yes* No

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Is this a request for **Individual Contract Services**?

Yes* No

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a **Revenue Producing contract**?

Yes No

Does this request involve the **purchase of Software**?

Yes* No

*If yes, is City required to sign a software license?

Yes* No

*If yes, attach descriptions of software and software license agreement.

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

Statement of Work (SOW), Deliverables or Scope of Services defined

Does SOW involve any work in the public way?

Yes* No

*If yes, attach list of locations.

Does SOW involve any public improvement to property that requires performance bond or prevailing wage?

Yes* No

*If yes, attach list of locations.

Is City Council approval required?

Yes No

Project or Program Background Information

Project Goals and Objectives

Qualifications or Licenses/Certifications required for any disciplines

Evaluation Criterion desired in RFP or RFQ

Evaluation Committee (EC) members recommended. Attach list of names, titles and departments

Technical and/or Functional Requirements, if applicable

Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)

If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address

Contractor's Phone Number:

Contractor's Contact Person:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (Manufacturer; or Dealer; or Other Source)

Current Price List(s)/Catalog(s)

Special Approval Form

Exhibits and Attachments

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

Is this a **Revenue Producing Contract?**

Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments: Refer to attached memorandum. The remaining criteria do not apply as this is a modification to an existing contract.

- ✓ Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- ✓ Bidder's qualification, contract term and extension options
- ✓ Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- ✓ Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Is this a **Revenue Producing contract**?

- Yes No
- Yes No

If **Modification or Amendment request**, please verify and provide the following:

Contractor's Name: Motorola Inc.

Contractor's Address: 1301 E. Algonguin Rd. Schamburg, IL 60196

Contractor's e-mail Address: ali.kapadia@motorola.com

Contractor's Phone Number: 312.725.6273

Contractor's Contact Person: Ali Kapadia

OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
Motorola Replacement Parts and Repair Services for
2-Way Communications Equipment and Elated Systems
PO#15383

PROCUREMENT HISTORY

The Office of Emergency Management and Communications (OEMC) respectfully requests to add a one year time extension to PO 15383: Motorola Replacement Parts and Repair Services for the 2-Way Communications Equipment and Related Systems. In addition, OEMC will be adding \$5 million to this contract to cover additional parts and services under this contract. This will be grant funded using Urban Area Security Initiative (UASI) 2010 funds.

The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. A purchase contract (PO#8873) covering replacement assemblies, accessory parts and related services were established in 2006 to maintain the radio system. Contact 15383 covers the replacement parts and repair services for Motorola's 2-way communications equipment and related systems. City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.

Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. Many of the replacement parts/assemblies/modules are available only from Motorola as they either manufacture the items themselves, or they exclusively license third party manufacturer for Motorola. The equipment being supported are extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.

This contract is also used extensively by seven (7) City departments which include Departments of Police, Emergency Communications, Fire, Streets & Sanitation, Health , Aviation and Water. The Office of Emergency Communications is the largest volume user.

Over recent years, the City's emergency communications system has expanded to include sophisticated, centralized communication and dispatch systems that integrate the emergency response of Chicago's public safety agencies. The existing radio network contains data radio systems for the Chicago Fire and Police Departments' emergency operations are comprised solely of Motorola equipment and related software.

The Office of Emergency Management Communications is responsible for the maintenance,

enhancement, and upgrading of communications equipment used by the Police, Fire and Emergency Medical Services operations of the City. This includes transmitters, base station equipment, portable radios, data terminals, test equipment, mobile radios and terminals used in the field and at various locations throughout the City.

SCHEDULE REQUIREMENTS

The current contract term date is July 1, 2007-June 30, 2011. OEMC has one extension left on this contract, and we are choosing to use it. Pending approval, the new contract end date will be June 30, 2012.

EXCLUSIVE OR UNIQUE CAPABILITY

Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.

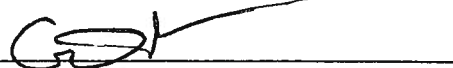
Motorola is also the manufacturer of many of the individual component parts contained within its systems and equipment. Proprietary components manufactured by Motorola include a wide variety of semiconductor devices, (integrated circuits and discrete components) oscillators, crystals, etc.

All replacement parts sold by Motorola are physically identified with a Motorola part number. Any installation of replacement parts procured from other sources voids Motorola direct or associated equipment product warranty that may be in effect.

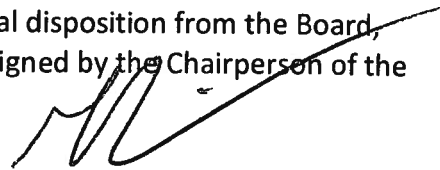
All work service provided by Motorola is performed by FCC licensed technicians who are direct employees of Motorola and no sub-contractors are licensed or authorized to perform this service.

REVIEW AND APPROVAL

This form must be signed by both the Originator at the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board Head or authorized designee.



Aric Roush
OEMC
Director of Information Services



Frank Lindbloom
OEMC
Deputy Director, Administration



MOTOROLA

November 19, 2010

Jamie L. Rhee
City of Chicago
Chief Procurement Officer

City Hall, Room 403
121 N. LaSalle Street
Chicago, IL 60602

**RE: Motorola Contract Number: 15383
Replacement Parts and Repair Service for Motorola 2-Way Communications Equipment And Related Systems.
Vendor Limit Increase.**

Dear Mrs. Rhee:

The City of Chicago uses communication systems in which sophisticated levels of technical criteria are required. These levels of technical criteria are necessary to enable the various Departments to communicate in an efficient and safe manner. All of the City's major public safety and public service 2-way radios communication systems utilize Motorola portable and mobile radio accessories. This includes but not limited to the large investment the City has made in speaker microphones, batteries, chargers, as well as board level components. The public safety 2-way radio systems are all Chicago owned and maintained. The City keeps key Motorola parts and accessories on hand to be able to perform various levels of repair and preventative maintenance.

Motorola is the only vendor with a diverse array components and accessories to allow for the City Radio Technician to repair and maintain both the Radio infrastructure as well as the Portable and Mobile radios.

The Motorola products and services would allow the City for rapid deployment as there would essentially be no learning curve. The City's Electrical Mechanics are already trained to install, program and maintain the Radio Infrastructure as well as the Portable and Mobile Radios. It would take a very large investment to equip the City's technical staff to support any other products.

The City also operates a Motorola Proprietary ASTRO 3.1 Conventional Fire Digital System. In addition the City utilizes Motorola Proprietary SMARTNET radio systems. The Organize Crime Division as well as five radio systems in use by the Chicago Department of Aviation utilizes this technology. Lastly, CDA utilizes a Motorola Proprietary CENTRACOM Gold Elite dispatch console, and OEMC utilizes a MCC5500 for Streets and Sanitation, Snow Command use.

Motorola is the only vendor that can support, maintain, and service the ASTRO 3.1 Conventional Fire Digital System, OCD and CDA SMARTNET Systems as well as the CDA CENTRACOM and OEMC MCC5500 Dispatch Console Systems.

The City of Chicago also utilizes broadband radio equipped Motorola handheld computers, broadband radio equipped in car computers, mesh access points, wireless broadband radios. Parts, accessories, and service for these products are only produced by Motorola.

Finally, pursuant to the City's request to increase the vendor limit of the 15383 contract, to the best of its knowledge and belief, Motorola is in compliance with the terms and conditions of contract number 15383 and in compliance with the City's MBE/WBE goals of 16.9% and 4.5% with indirect utilization respectively. Refer to the attached schedules and reports for the details.

Please direct any further correspondence to Ali Kapadia, Sr. Account Manager (312) 725-6273.

Sincerely,

Debora Courtright
Vice President, Strategic Projects Team
Motorola, Inc.

CC: Frank Lindbloom, OMEC Deputy Director
Rosemary C. McDonnell, OMEC Grants Research Specialist



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Silverio Osorio
B and B Maintenance Inc
537 Capital Drive
Lake Zurich, IL 60047

Annual No Change Affidavit Due:

March 1, 2011

Dear Silverio Osorio:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until March 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **March 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **December 31, 2010**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

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COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

January 8, 2010

Mr. Silverio Osorio, President
B & B Maintenance, Inc.
537 Capital Drive
Lake Zurich, IL 60047

Annual Certification Expires: January 8, 2011

Dear Mr. Osorio:

We are pleased to inform you that B & B Maintenance, Inc. has been certified as an MBE (9) by Cook County Government. This MBE (9) Certification is valid until January 8, 2013; however your firm must be revalidated annually. Your firm's next annual validation is required by January 8, 2011.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an MBE (9) vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Janitorial Services

Your firm's participation on Cook County contracts will be credited toward MBE (9) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE (9) goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry
Betty Hancock Perry
Director
BHP/es

SCHEDULE C - 1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: 15383

Specification Number: _____

From: B & B Maintenance
(Name of MBE/WBE Firm)

MBE: YES X NO _____

WBE: YES _____ NO X

To: Motorola, Inc.
(Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

Sole Proprietor
 Partnership

Corporation
 Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of August 2010 to March 2013 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Janitorial services (indirect)

The above described performance is offered for the following price and described terms of payment:
\$1,352,000.00 (16.9%)

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.


(Signature of Owner or Authorized Agent)

Mr. Silvero Osorio, President

Name/Title (Print)

November 18, 2010

Date

(847) 550 - 6060

Phone



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Kayhan Heilriegel
Kayhan International, Ltd.
1475 East Woodfield Road, Suite 104
Schaumburg, IL 60173

Annual No Change Affidavit Due:

September 1, 2011

Dear Kayhan Heilriegel:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until September 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **September 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **July 3, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

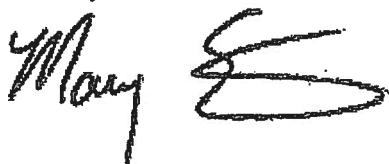
Kayhan International, Ltd. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

42044 Institutional Furniture, All Types
42056 Library Furniture: Book Trucks, Card Cabinets, Carrels, Chairs, Curb
42059 Lounge Furniture, Upholstered
42517 Data Processing Furniture, Metal and Plastic (For Storage Cabinets Se
42564 Recycled Office Furniture (All Types)
42594 Work Stations, Modular, Systems Furniture
45008 Bins, Cabinets, and Shelves, Metal (Not Office Type)
90652 Interior Design, Space Planning, and Exhibits/Displays
93145 Furniture Installation and Reconfiguration Services (Including System
96246 Installation Services (Not Otherwise Classified)

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott". The signature is stylized with a large, sweeping "M" and "E".

Mary Elliott
Acting Managing Deputy

SCHEDULE C - 1

**Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: 15383

Specification Number: _____

From: Kayhan International
(Name of MBE/WBE Firm)

MBE: YES _____ NO X

WBE: YES X NO _____

To: Motorola, Inc. and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

Sole Proprietor
 Partnership

Corporation
 Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8-31-10 to 9-31-11 for a period of five years.

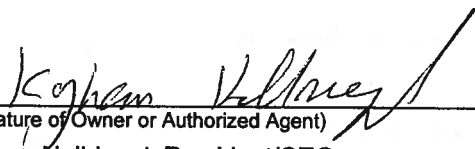
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Office furniture (indirect)

The above described performance is offered for the following price and described terms of payment:
\$360,000.00 (4.5%)

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.



(Signature of Owner or Authorized Agent)

Kayhan Heilriegel, President/CEO

Name/Title (Print)

November 18, 2010

Date

(847) 843-5060

Phone

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Contract Name: City of Chicago

Contract No: 15383

State of: Illinois

County (City) of: Cook

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:
Motorola, Inc.

Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached) or have had a complete application for MBE/WBE certification on file with the City of Chicago for at least thirty (30) days.

I. Direct Participation of MBE/WBE Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)

B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ * (see page 2)

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ * (see page 2)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ * (see page 2)
4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ * (see page 2)
5. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

II. Indirect Participation of MBE/WBE Firms

Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section 1. If the MBE/WBE goals have not been met through the direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply good or services where such performance does not directly relate to the performance of this contract:

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

- A. Name of MBE/WBE: B&B Maintenance
Address: 537 Capital Drive, Lake Zurich, IL
Contact Person: Silverio Osorio, President Phone: (847) 550 - 6060
Dollar Amount of Participation \$ \$1,352,000.00
Percent Amount of Participation: 16.9% %
Schedule C-1 attached? Yes No * (see page 2)
- B. Name of MBE/WBE: Kayhan International
Address: 1475 E. Woodfield Road, Ste. 104, Schaumburg, IL
Contact Person: Kahan Heilriegel Phone: (847) 843 - 5060
Dollar Amount of Participation \$ \$360,000.00
Percent Amount of Participation: 4.5% %
Schedule C-1 attached? Yes No * (see page 2)
- C. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes No * (see page 2)
- D. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes No * (see page 2)
- E. Attach addition sheets as needed.

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or Proposal due date).

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

III. Summary of MBE/WBE Proposal:

A. MBE Proposal:

1. MBE Direct Participation (from Section I.):

<u>MBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation:	\$ _____	_____ %

2. MBE Indirect Participation (from Section II.):

<u>MBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
B&B Maint. _____	\$ 1,352,000	16.9 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation:	\$ 1,352,000	16.9 %

B. WBE Proposal:

1. WBE Direct Participation (from Section I.):

<u>WBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation:	\$ _____	_____ %

2. WBE Indirect Participation (from Section II.):

<u>WBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
Kayhan _____	\$ 360,000.00	4.5 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation:	\$ 360,000.00	4.5 %

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name Jeffrey Espiritu Phone Number (847) 576-6095

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.


Signature of Affiant

State of Illinois

County of Cook

This instrument was acknowledged before me on Nov 18, 2010 (date)

by Jeffrey Espiritu (name /s of person/s)

as Supplier Div. Mgr type of authority, e.g., officer, trustee, etc.)

of Motorola, Inc name of party on behalf of whom instrument was executed).

(Seal)


Signature of Notary Public



1. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

FOR CITY USE

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

PUBLIC DISCLOSURE: It is the City's policy to make this document available to the public on its Internet site and/or upon request.

GENERAL INFORMATION

Date this EDS is completed: April 29, 2010

- A. **Entity submitting this EDS?** That individual or entity will be the "Undersigned" throughout this EDS. Motorola, Inc.

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

Check here if the Undersigned is filing this EDS as an Applicant.

Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:

B. Business address of the Undersigned:

1301 E. Algonquin Road

Schaumburg, IL 60196

C. Telephone: 847-833-0312 Fax: 847-538-6020

Email: john.kedzierski@motorola.com

D. Name of contact person: John Kedzierski

E. Tax identification number: 36-1115800

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Replacement Parts and Repair Service for 2-Way Communications Equipment and Related Systems Debris

G. Is the Matter a procurement? Yes No

H. If a procurement, Specification No.: 53600 Contract No.: 15383 and Mod No.: 46450

I. If not a procurement:

1. City Agency requesting EDS:

2. City action requested (e.g. loan, grant, sale of property):

3. If property involved, list property location:

1.1. SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

Individual

Limited Liability Company

Business corporation

Joint venture

Sole proprietorship

Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

Yes No

General partnership

Other entity (please specify)

Limited partnership _____

2. State of incorporation or organization, if applicable Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do

business in the State of Illinois as a foreign entity?

Yes No N/A

B. ORGANIZATION INFORMATION

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name Title

Information about Motorola's executive officers and directors may be found in its annual report and other filings with the SEC. Those documents are available at the following website: <http://www.motorola.com/us> - click on "Investor Relations."

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
<u>Dodge & Cox, Inc.</u>	<u>555 California St.</u>	<u>9.8%</u>
	<u>40th Floor</u>	
	<u>San Francisco, CA</u>	
	<u>94104</u>	

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
<u>N/A</u>		

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
<u>N/A</u>		

IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest
N/A		

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business Address	Percentage Interest
N/A		

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
N/A	

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business Address
N/A	

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

Name Business Address Percentage Interest

N/A

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

N/A

Name Business Address Percentage Interest

N/A

1.2. SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

N/A

1.3. SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name*	Business Address	Relationship to Undersigned**	Fees***
Jerry Joyce		Consultant	\$5000.00

10258 S. Western, Chicago, IL

* Indicate whether retained or anticipated to be retained

** Attorney, lobbyist, etc.

*** Indicate whether paid or estimated

[] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

1.4. SECTION FOUR: CERTIFICATIONS

I. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.

 2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.

 3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).

 X 4. There are no Substantial Owners.

III. FURTHER CERTIFICATIONS

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the

Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;

- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and will comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically will not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

A. CERTIFICATION

The Undersigned certifies that the Undersigned [check one]

_____ is

 X is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

B. If the Undersigned IS a financial institution, then the Undersigned pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?
 Yes No

NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee will have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?
 Yes No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).

- X 1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave

industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

____2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

1.5. SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

I. CERTIFICATION REGARDING LOBBYING

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

Jerry Joyce

Paul Newman

Darcy Davidsmeyer

[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
 Yes No N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
 Yes No N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
 Yes No N/A

1.6. SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at www.cityofchicago.org/Ethics/, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

[] BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:

1. Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
2. Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
 - a) any cash gift or any anonymous gift; and
 - b) any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
3. Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
4. Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
5. Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
6. Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

7. Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

1.7. SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

CERTIFICATION

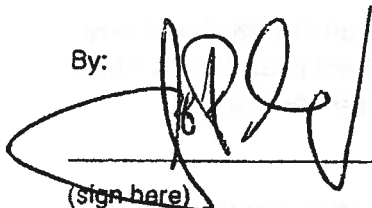
Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Motorola, Inc.

(Print or type name of individual or legal entity submitting this EDS)

Date: April 29, 2010

By:



(sign here)

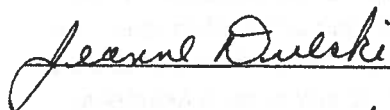
Print or type name of signatory:

John P. Molloy

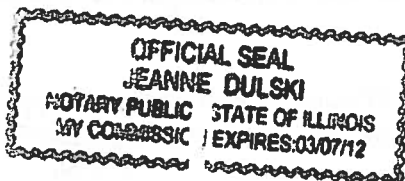
Title of signatory:

MSSI Vice President

Acknowledged to before me on [date] 4/29/10, at COOK County, IL [state].



Commission expires: 3/7/12



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND
DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?
 Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Motorola, Inc.

Date: April 29, 2010

(Print or type name of Disclosing Party)

By: *[Signature]*

(Sign here)

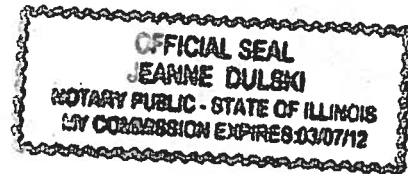
(Print or type name of person signing) John P. Molloy

(Print or type title of person signing) MSSI Vice President

Signed and sworn to before me on (date) 4/29/10 by at COOK County,
IL (State).

Jeanne Dulski Notary Public.

Commission expires: 3-7-12



Specification No.: 53600
Contract No.: 15383

ACKNOWLEDGMENT

Contractor, Motorola, Inc. acknowledges that the following provision is incorporated into the Contract as if fully set forth in the body of the Contract.

Office of Compliance

Contractor understands and will abide by all provisions of Chapter 2-26 of the Municipal Code pertaining to the Office of Compliance.

I Have Authority to Execute this Acknowledgment on Behalf of Contractor and Do So:

Contractor: Motorola, Inc.

By: 

Signature of Authorized Officer*


Name: John P. Molloy
Title: MSSI Vice President
Date: April 29, 2010

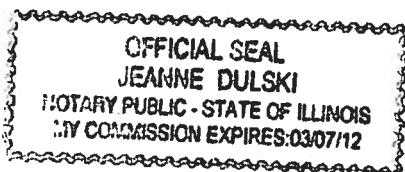
*Note: In the event that this Acknowledgment is signed by other than the President of the Contractor, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign this Acknowledgment for the Contractor.

State of IL
County of COOK

This instrument was acknowledged before me on this 30 day of APRIL ~~2009~~ 2010,
by _____ as President (or other authorized officer) of _____ (Corporation Name).
CHRISTINE PEROCCHENA MOTOROLA, INC.

Notary Public Signature
Commission Expires: 3-7-12


(Seal)



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2010

PRODUCER

Serial # 0606

AON RISK SERVICES CENTRAL, INC.
CHICAGO IL OFFICE
1000 NORTH MILWAUKEE AVENUE
GLENVIEW, ILLINOIS 60025
ATTN: INSURANCE VERIFICATION CENTER
PH: 1-800-4-VERIFY/ FAX: 1-847-953-5341

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY
- COMPANY B LIBERTY INSURANCE CORPORATION
- COMPANY C
- COMPANY D

INSURED

MOTOROLA INC. AND ITS SUBSIDIARIES
1303 EAST ALGONQUIN ROAD
SCHAUMBURG IL 60196 USA

VERAGES

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	TB2-641-005169-079	7/1/2009	7/1/2010	GENERAL AGGREGATE	\$ 5,000,000
				PRODUCTS - COMP/OP AGG	\$ INCLUDED
				PERSONAL & ADV INJURY	\$ 5,000,000
				EACH OCCURRENCE	\$ 5,000,000
				FIRE DAMAGE (Any one fire)	\$ 250,000
				MED EXP (Any one person)	\$ 10,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2-641-005169-019	7/1/2009	7/1/2010	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY:	
				EACH ACCIDENT	\$
				AGGREGATE	\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
				AGGREGATE	\$
					\$
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY WA7-64D-005169-089 (ALL OTHER STATES) WC7-641-005169-099 (OR & WI)		7/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE - POLICY LIMIT	\$ 1,000,000
				EL DISEASE - EA EMPLOYEE	\$ 1,000,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CONTRACT NO. 07-13401/CR. THE CITY OF CHICAGO IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION IS PROVIDED TO THE CITY OF CHICAGO, ITS EMPLOYEES, ELECTED OFFICIALS, AGENTS OR REPRESENTATIVES WITH RESPECT TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION POLICIES.

CERTIFICATE HOLDER

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
CITY HALL
121 NORTH LASALLE ST., ROOM 403
CHICAGO IL 60602 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
12/18/2009

PRODUCER

AON RISK SERVICES CENTRAL, INC.
CHICAGO IL OFFICE
1000 NORTH MILWAUKEE AVENUE
GLENVIEW, ILLINOIS 60028
ATTN: INSURANCE VERIFICATION CENTER
1-800-4-VERIFY / FAX 1-847-953-6341
09/A AON RISK INSURANCE SERVICES OF ILLINOIS, CA LICENSE NO.

Serial #0026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A NATIONAL UNION FIRE INSURANCE COMPANY
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

MOTOROLA INC. AND ITS SUBSIDIARIES
1303 EAST ALGONQUIN ROAD
SCHAUMBURG, IL 60196

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	27015374	12/02/2009	12/02/2010	BUILDING	\$
	CAUSES OF LOSS				PERS PROPERTY	\$
	<input type="checkbox"/> BASIC				BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL				BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/> ALL RISK				<input checked="" type="checkbox"/> REPLACEMENT COST	\$ 75,000
	<input checked="" type="checkbox"/> EXCLUDING EQ & FLOOD					\$
	<input type="checkbox"/> INLAND MARINE					\$
TYPE OF POLICY		\$				
CAUSES OF LOSS		\$				
<input type="checkbox"/> NAMED PERILS		\$				
<input type="checkbox"/> OTHER		\$				
CRIME		\$				
TYPE OF POLICY		\$				
<input type="checkbox"/> BOILER & MACHINERY		\$				
OTHER		\$				

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
RE: PARTS AND EQUIPMENT IN MOTOROLA'S CARE, CUSTODY AND CONTROL RELATING TO THE CITY OF CHICAGO/ MOTOROLA AGREEMENT.

SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
121 N. LASALLE STREET, #403
CHICAGO, IL 60602

DEFINITION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

FORM 23 (1/06)

MOTOROLA 09-10 PROPERTY

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. At a meeting of the Board of Directors of the Company held on May 5, 2009, at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 5, 2009, have not been amended, and are in full force and effect on the date hereof:

RESOLVED, that all Corporate Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Corporate Vice President of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

(1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) supply chain procurement arrangements, (Corporate Vice Presidents in the Global Supply Chain Organization have authority for supply chain procurement arrangements in a specific Board resolution), (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, (ix) opening bank accounts, (x) establishing borrowing relationships on behalf of the Company, and (xi) voting or otherwise dealing with securities owned by the Company; and


(2) amounts in excess of \$25 million.

The officers named above are authorized to delegate this authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

<u>Name</u>	<u>Title</u>
Kelly Kirwan	Corporate Vice President

IN WITNESS WHEREOF, I have executed this Certificate and affixed the seal of the Company as of this 30th day of April, 2010.


Christine Perochea
Assistant Secretary

DELEGATION OF AUTHORITY

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

All Contract Documents:

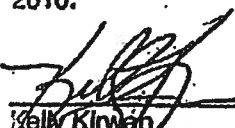
Jack Molloy

\$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, 2010.

This Delegation can be revoked by me at any time and will automatically expire for any named individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company.

IN WITNESS WHEREOF, I have executed this delegation of authority as of this 16th day of February, 2010.



Kelly Kirwan
Corporate Vice President
North America Government and Commercial Markets
Worldwide Field Operations
Motorola, Inc.

STANDARD OPERATING PROCEDURE
SOP E-75 APPENDIX 1

MOTOROLA, INC. BOARD OF DIRECTORS
RESOLUTIONS AUTHORIZING SIGNING AUTHORITY
AND DELEGATION OF AUTHORITY

EFFECTIVE MAY 5, 2009

RESOLVED, that the following resolutions shall be effective as of May 5, 2009.

CO-CHIEF EXECUTIVE OFFICERS

RESOLVED, that the Co-Chief Executive Officers, acting jointly, are authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees and surety agreements, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, and vote or otherwise deal with securities, directly or indirectly owned by the Company (and he is appointed an agent, attorney-in-fact and proxy of the Company in order to do so), all of which are collectively referred to as "Documents".

RESOLVED, that the Board has adopted specific resolutions authorizing the signing and execution of Documents related to the following: (i) the Mobile Devices business ("MD Business"); (ii) the Home and Networks Mobility and the Enterprise Mobility Solutions businesses (collectively the "Broadband Mobility Solutions businesses" or "BMS Businesses"); (iii) acquisitions, divestures, joint ventures or equity investments, (iv) supply chain procurement arrangements, (v) outsourcing arrangements, (vi) customer financing extending more than 364 days, (vii) capital expenditures, (viii) lease commitments, (ix) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (x) financial guarantees, financial surety agreements and financial guarantee undertakings, (xi) opening bank accounts, and (xii) establishing borrowing relationships on behalf of the Company, and no authority is extended under this resolution for such Documents.

The officers named above are authorized to delegate each of their authority in writing to other officers.

EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

RESOLVED, that the Executive Vice President and Chief Financial Officer is authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees and surety agreements, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, and vote securities owned directly or indirectly by the Company and vote or otherwise deal with securities of subsidiaries of the Company (and he or she is appointed the agent, attorney-in-fact and proxy of the Company in order to do so), all of which are collectively referred to as "Documents"; provided that this authority does not extend to the following:

(1) documents related to: (i) acquisitions, divestures, or joint ventures, (ii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (iii) sales of Motorola products or services in excess of \$250 million; and (iv) commercial arrangements unrelated to the sale of products or services in excess of \$200 million; and

(2) documents related to: (i) equity investments, (ii) supply chain procurement arrangements, (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) opening bank accounts, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, and (ix) establishing borrowing relationships on behalf of the Company. Authority for such Documents is found in specific Board resolutions.

The officer named above is authorized to delegate this authority in writing to others.

EXECUTIVE VICE PRESIDENTS

RESOLVED, that all Executive Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, related to his or her work as an Executive Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to the following:

(1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) customer financing extending more than 364 days, (iii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (iv) financial guarantees, financial surety agreements and financial guarantee undertakings, (v) opening bank accounts, (vi) establishing borrowing relationships on behalf of the Company, (vii) voting or otherwise dealing with securities owned by the Company, (viii) sales of Motorola products or services in excess of \$150 million, and (ix) commercial arrangements unrelated to the sale of products or services in excess of \$100 million; and

(2) documents related to: (i) outsourcing arrangements, (ii) supply chain procurement arrangements, (iii) capital expenditures, and (iv) lease commitments. Authority for such Documents is found in specific Board resolutions.

The officers named above are authorized to delegate this authority in writing to others.

SENIOR VICE PRESIDENTS

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice

President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

(1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) supply chain procurement arrangements, (Senior Vice Presidents in the Global Supply Chain Organization have authority for supply chain procurement arrangements in a specific Board resolution), (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, (ix) opening bank accounts, (x) establishing borrowing relationships on behalf of the Company, and (xi) voting or otherwise dealing with securities owned by the Company; and

(2) amounts in excess of \$50 million.

The officers named above are authorized to delegate this authority in writing to others.

CORPORATE VICE PRESIDENTS

RESOLVED, that all Corporate Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Corporate Vice President of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

(1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) supply chain procurement arrangements, (Corporate Vice Presidents in the Global Supply Chain Organization have authority for supply chain procurement arrangements in a specific Board resolution), (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, (ix) opening bank accounts, (x) establishing borrowing relationships on behalf of the Company, and (xi) voting or otherwise dealing with securities owned by the Company; and

(2) amounts in excess of \$25 million.

The officers named above are authorized to delegate this authority in writing to others.

APPOINTED VICE PRESIDENTS

RESOLVED, that all Appointed Vice Presidents be, and each one of them is, authorized to enter into and execute in the name of and on behalf of the Company all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance

guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents" provided that this authority does not extend to:

(1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) supply chain procurement arrangements, (Appointed Vice Presidents in the Global Supply Chain Organization have authority for supply chain procurement arrangements in a specific Board resolution), (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, (ix) opening bank accounts, (x) establishing borrowing relationships on behalf of the Company, and (xi) voting or otherwise dealing with securities owned by the Company; and

(2) amounts in excess of \$10 million.

The officers named above are authorized to delegate this authority in writing to others.

MD BUSINESS DOCUMENTS

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of binding Documents related to the MD Business; and

WHEREAS, the Chief Executive Officer of the MD Business has individual signing authority for Documents to be entered into in the ordinary course of the MD Business.

RESOLVED, that the Chief Executive Officer of the MD Business, acting individually, is authorized to enter into and execute in the name of and on behalf of the Company all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of the MD Business, all of which are collectively referred to as "Documents"; provided that this authority does not extend to Documents related to: (i) acquisitions, divestures, or joint ventures, (ii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (iii) equity investments, (iv) supply chain procurement arrangements, (v) outsourcing arrangements, (vi) customer financing extending more than 364 days, (vii) capital expenditures, (viii) lease commitments, (ix) opening bank accounts, (x) financial guarantees, financial surety agreements and financial guarantee undertakings, and (xi) establishing borrowing relationships on behalf of the Company. Authority for such Documents is found in specific Board resolutions.

BMS BUSINESSES DOCUMENTS

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of binding Documents related to the BMS Businesses; and

WHEREAS, the Chief Executive Officer of the BMS Businesses has individual signing authority for Documents to be entered into in the ordinary course of the BMS Businesses.

RESOLVED, that the Chief Executive Officer of the BMS Businesses, acting individually, is authorized to individually enter into and execute in the name of and on behalf of the Company all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of the BMS Businesses, all of which are collectively referred to as "Documents" provided that this authority does not extend to: documents related to: (i) acquisitions, divestitures, or joint ventures, (ii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (iii) equity investments, (iv) supply chain procurement arrangements, (v) outsourcing arrangements, (vi) customer financing extending more than 364 days, (vii) capital expenditures, (viii) lease commitments, (ix) opening bank accounts, (x) financial guarantees, financial surety agreements and financial guarantee undertakings, and (xi) establishing borrowing relationships on behalf of the Company. Authority for such Documents is found in specific Board resolutions.

ACQUISITIONS, DIVESTITURES, JOINT VENTURES AND EQUITY INVESTMENTS AND APPROVAL AUTHORITY OF THE FINANCE COMMITTEE

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of binding documents in connection with acquisitions, divestitures, joint ventures and equity investments;

WHEREAS, an acquisition shall mean the purchase of a business either through an asset purchase, stock purchase, merger or otherwise, for cash, stock, debt or other consideration or any combination of the foregoing, but shall exclude the purchase of fixed assets or intellectual property rights unrelated to a business;

WHEREAS, a divestiture shall mean the sale of a business or joint venture interest either through an asset sale, stock sale, merger or otherwise, for cash, stock, debt or other consideration or any combination of the foregoing, but shall exclude the sale of fixed assets or intellectual property rights unrelated to a business and shall also exclude the sale of an equity investment;

WHEREAS, a joint venture shall mean an equity joint venture pursuant to which Motorola (together with a limited number of other strategic and/or financial investors) contributes fixed assets, cash, intellectual property and/or other assets in exchange for an equity interest in the joint venture entity in which Motorola will either own: (i) 50% or more of such joint venture entity or (ii) Motorola's involvement in the joint venture entity is more than a

passive investment (i.e. Motorola has agreed to or could be obligated to (a) make additional investments (either debt or equity), (b) guarantee obligations of the joint venture entity, (c) provide other resources to the entity, including, without limitation, employees or management talent, or (d) will be promoted as an active participant in such joint venture entity); and

WHEREAS, an equity investment shall mean the purchase, sale or exercise of equity rights such as stock, warrants, subscription rights, convertible debt or other similar securities for cash or other consideration (including services) and shall include follow-on investments; provided Motorola's total ownership (on an issued and outstanding basis) remains below 50% of the target following such equity investment, but shall exclude the purchase or sale of a joint venture interest.

RESOLVED, that (1) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related solely to the BMS Businesses in connection with acquisitions, divestitures and joint ventures in an amount not to exceed \$25 million that do not involve the issuance of the Company's common stock, and to delegate that authority in writing to others, and (2) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related solely to the MD Business in connection with acquisitions, divestitures and joint ventures in an amount not to exceed \$25 million that do not involve the issuance of the Company's common stock, and to delegate that authority in writing to others, and (3) the Co-Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications (a) in connection with all other acquisitions, divestitures and joint ventures in an amount not to exceed \$250 million that do not involve the issuance of the Company's common stock, and (b) in connection with equity investments in an amount not to exceed \$100 million (such amounts being calculated to include any earn out or other contingent payments), and in each case to delegate that authority in writing to others.

RESOLVED that the Chief Financial Officer be, and hereby is, authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications in connection with equity investments in an amount not to exceed \$15 million (such amounts being calculated to include any earn out or other contingent payments), and in each case to delegate that authority in writing to others.

RESOLVED, that (1) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related solely to the BMS Businesses in connection with the sale of equity investments in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and

to delegate that authority in writing to others, (2) that the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related solely to the MD Businesses in connection with the sale of equity investments in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and to delegate that authority in writing to others, (3) that the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications in connection with the sale of all other equity investments (including equity investments made through Motorola Ventures) in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and in each case to delegate that authority in writing to others, and (4) the Chief Financial Officer, acting individually, is authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications in connection with the sale of equity investments (including equity investments made through Motorola Ventures) in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and in each case to delegate that authority in writing to others,

RESOLVED, that the Finance Committee of the Board of Directors is authorized to approve, on behalf of the Board, (i) all acquisitions, divestitures and joint ventures in an amount not to exceed \$400 million that do not involve the issuance of the Company's common stock, (ii) all equity investments in an amount not to exceed \$100 million, and (iii) the sale of equity investments in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and in each case to delegate this authority in writing to others.

SUPPLY CHAIN PROCUREMENT ARRANGEMENTS

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with supply chain procurement arrangements ("Procurement Arrangements");

WHEREAS, Procurement Arrangements shall mean an arrangement relating to the purchase or lease of goods, products, software and/or services from a supplier in the ordinary course of business by the Global Procurement Organization (defined below);

WHEREAS, "Global Procurement Organization" shall mean the Procurement Organization within the Integrated Supply Chain.

WHEREAS, the dollar limitations discussed below shall apply to aggregate expenditures over the term of any arrangement.

RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements related to the MD Business, and to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements related to the BMS Businesses, and to delegate that authority in writing to others; and (3) the Co-Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with all other Procurement Arrangements (including those Procurement Arrangements that relate to both the BMS Businesses and the MD Business) and to delegate that authority in writing to others.

RESOLVED, the Chief Financial Officer is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements in an amount not to exceed the authority included in the general signing authority resolutions adopted by the Board, and to delegate that authority in writing to others.

RESOLVED, that the Senior Business Officer, Integrated Supply Chain, is authorized to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements in an amount not to exceed \$150 million, including: (i) Procurement Arrangements with up to \$50 million of "unusual risk" as that term is defined by SOP E-75, and (ii) in the case of lease commitments, in an amount not to exceed \$15 million, and to delegate that authority in writing to others.

RESOLVED, that all Executive Vice Presidents, Senior Vice Presidents, Corporate Vice Presidents and Appointed Vice Presidents in the Procurement Organization are authorized to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements in an amount not to exceed the authority included in the general signing authority resolutions adopted by the Board, and to delegate that authority in writing to others.

OUTSOURCING ARRANGEMENTS AND APPROVAL AUTHORITY OF THE FINANCE COMMITTEE

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with outsourcing arrangements "Outsourcing Arrangements";

WHEREAS, Outsourcing Arrangements shall mean an arrangement in which Motorola turns over responsibility, in whole or substantial part, of a core business function previously performed internally to an outside service provider. Core business processes include the following and equivalent functions: product manufacturing, design, distribution, or repair;

information technology; human resource functions such as benefits or payroll; and finance and accounting functions; and

WHEREAS, Outsourcing Arrangements shall not include procurement arrangements relating to the purchase of goods, products, software and services from a supplier in the ordinary course of business, including Supply Chain Procurement Arrangements and indirect procurement arrangements.

WHEREAS, the dollar limitations discussed below shall apply to expenditures over the term of the arrangement.

RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Outsourcing Arrangements related to the MD Business in an amount not to exceed (a) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contain a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$100 million, or (b) for all other Outsourcing Arrangements, \$200 million, and to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Outsourcing Arrangements related to the BMS Businesses in an amount not to exceed: (a) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contain a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$100 million, or (b) for all other Outsourcing Arrangements, \$200 million, and to delegate that authority in writing to others; and (3) the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with all other Outsourcing Arrangements in an amount not to exceed: (a) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contain a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$100 million, or (b) for all other Outsourcing Arrangements, \$200 million, and to delegate each of their authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Outsourcing Arrangements in an amount not to exceed: (1) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contains a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$50 million, or (2) all other Outsourcing Arrangements, \$100 million, and to delegate that authority in writing to others.

RESOLVED, that all Executive Vice Presidents be, and each of them is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Outsourcing

Arrangements in an amount not to exceed: (1) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contains a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$15 million, or (2) all other Outsourcing Arrangements, \$30 million, and to delegate that authority in writing to others.

RESOLVED, that the Finance Committee of the Board is authorized to approve, on behalf of the Board, all Outsourcing Arrangements in an amount not to exceed: (1) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contains a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$250 million, or (2) all other Outsourcing Arrangements, \$500 million, and to delegate this authority in writing to others.

LONG-TERM CUSTOMER FINANCING

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with long-term customer financing, including guarantying a customer's financial obligations;

WHEREAS, long-term customer financing shall include the extension of credit of more than 364 days, including loans or extending payment terms more than 364 days, and all customer guarantees, in each case made by the Company or any of its subsidiaries to or on behalf of customers;

WHEREAS, the dollar limitations discussed below shall include the aggregate of committed financing to a customer; and

WHEREAS, a customer shall include all affiliates of the customer such as its parent shareholder and other entities directly or indirectly related to the customer.

RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related to long-term customer financing ("Long-Term Customer Financing Documents") related to the MD Business in an amount not to exceed \$100 million, and to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all Long-Term Customer Financing Documents related to the BMS Businesses in an amount not to exceed \$250 million, and to delegate that authority in writing to others; and (3) the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all other Long-Term Customer Financing Documents and to delegate each of their authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of Company to execute, consummate and deliver all agreements, contracts, proposals,

deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related to long-term customer financing in an amount not to exceed \$75 million, and to delegate that authority in writing to others.

CAPITAL EXPENDITURES AND APPROVAL AUTHORITY OF THE FINANCE COMMITTEE

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with capital expenditures;

WHEREAS, capital expenditures shall mean expenditures for tangible assets that, for accounting purposes, are capitalized and depreciated over their useful life; and

WHEREAS, Planned Capital Expenditures shall mean capital expenditures that were approved by the Board each year in the Annual Capital Plan and New Capital Expenditures shall mean capital expenditures that were not included in the approved Annual Capital Plan.

RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver: (a) all agreements, contracts, proposals, documents and certifications ("Capital Contracts") in connection with all Planned Capital Expenditures, and (b) all Capital Contracts in connection with New Capital Expenditures related to the MD Business in an amount not to exceed \$100 million, and, in each case, to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver: (a) all Capital Contracts in connection with all Planned Capital Expenditures, and (b) all Capital Contracts in connection with New Capital Expenditures related to the BMS Businesses in an amount not to exceed \$100 million, and, in each case, to delegate that authority in writing to others; and (3) the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company to execute, consummate and deliver all other Capital Contracts in connection with New Capital Expenditures in an amount not to exceed \$100 million, and, in each case, to delegate each of their authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Planned Capital Expenditures in an amount not to exceed \$100 million, and in connection with New Capital Expenditures in an amount not to exceed \$50 million, and to delegate that authority in writing to others.

RESOLVED, that all Executive Vice Presidents be, and each of them is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Planned Capital Expenditures in an amount not to exceed \$20 million, and in connection with New Capital Expenditures in an amount not to exceed \$10 million, and to delegate that authority in writing to others.

RESOLVED, that the Finance Committee of the Board of Directors is authorized to approve, on behalf of the Board, all New Capital Expenditures, and to delegate this authority in writing.

LEASE COMMITMENTS AND APPROVAL AUTHORITY OF THE FINANCE COMMITTEE

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with lease commitments, including guarantees by the Company of a lease commitment, but excluding office equipment leases of less than \$100,000, utility easements for necessary services and antenna site leases if Motorola is the landlord ("Excluded Items"); and

WHEREAS, the dollar limitations discussed below shall include all payments over the term of the lease.

RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents, guarantees, and certifications, related to lease commitments ("Lease Documents") related to the MD Business in an amount not to exceed \$100 million, and to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all Lease Documents related to the BMS Businesses in an amount not to exceed \$100 million, and to delegate that authority in writing to others; and (3) the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company to execute, consummate and deliver all other Lease Documents Business in an amount not to exceed \$100 million, and to delegate each of their authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents, guarantees, and certifications, related to lease commitments in an amount not to exceed \$50 million, and to delegate that authority in writing to others.

RESOLVED, that all Executive Vice Presidents be, and each of them is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents, guarantees, and certifications, related to lease commitments in an amount not to exceed \$15 million, and to delegate that authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of the Company to establish signing authority guidelines for the Excluded Items.

RESOLVED, that the Finance Committee of the Board of Directors is authorized to approve, on behalf of the Board, all lease commitments and to delegate this authority in writing.

COMPENSATORY ARRANGEMENTS AND AGREEMENTS

WHEREAS, the Board of Directors of Motorola, Inc., upon recommendation of the Compensation and Leadership Committee has established policies with respect to the execution of employment offers, separation agreements, special compensation arrangements and consulting agreements, with any Appointed Vice President or above;

WHEREAS, an employment offer shall mean any compensatory offer, arrangement, agreement or document with respect to the hiring of a new employee; and

WHEREAS, a separation agreement shall mean any compensatory arrangement, agreement or document with respect to an employee which results or will result from the resignation, retirement or any other termination of the employee's employment, voluntary or involuntary, from the Company; and

WHEREAS, a special compensation arrangement shall mean any compensatory arrangement, agreement or document with respect to a compensatory arrangement, including retention arrangements, that includes terms or amounts not regularly granted to employees in an equivalent position; and

WHEREAS, a consulting agreement shall mean any direct or indirect compensatory arrangement, agreement or document with respect to a former employee (or prospective former employee) to provide services to Motorola;

RESOLVED, that (1) the Chief Executive Officer of the MD Business and the Senior Vice President, Human Resources, are each authorized, acting individually, to execute, consummate and deliver all employment offers, separation agreements, special compensation arrangements, and consulting agreements ("Employment Agreements") between the Company and any current or former Appointed Vice President or above of the MD Business; (2) the Chief Executive Officer of the BMS Businesses and the Senior Vice President, Human Resources, are each authorized to execute, consummate and deliver all Employment Agreements between the Company and any current or former Appointed Vice President or above of the BMS Businesses; and (3) the Co-Chief Executive Officers, acting jointly, and the Senior Vice President, Human Resources, are authorized to execute, consummate and deliver all other Employment Agreements: provided, however, that the Compensation and Leadership Committee has approved any employment offers, separation agreements, special compensation arrangements or consulting agreements, if such person is subject to the reporting provisions of Section 16 of the Securities Exchange Act of 1934, or an officer who is a member of the Senior Leadership Team or a direct report of the Co-Chief Executive Officers; and that the officers named above be authorized to delegate each of their authority in writing to others.

LITIGATION AND LEGAL CLAIMS

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of agreements resolving litigation or legal claims.

RESOLVED, that the General Counsel is authorized and empowered to sign and execute all agreements resolving litigation or legal claims in an amount not to exceed \$100 million. The Co-Chief Executive Officers, acting jointly, are authorized, and empowered to sign and execute all agreements resolving litigation or legal claims in accordance with the General Signing Authority, except that the Audit and Legal Committee shall be notified in advance of the proposed disposition of litigation or legal claims in excess of \$250 million.

The officers named are authorized to delegate this authority in writing to others.

UNUSUAL CONTRACTUAL RISK

WHEREAS, the Board of Directors of Motorola, Inc. has directed the Chief Financial Officer and the General Counsel to maintain internal policies with respect to the execution of documents which contain unusual risk to Motorola; and

WHEREAS, generally, unusual risk to the Company shall mean (i) a general commercial arrangement with uncapped potential Company liability for direct or indirect damages, (ii) procurement arrangements with an unusually low cap on potential supplier liability for direct or indirect damages, or (iii) an arrangement that potentially commits Motorola to conducting business in a different manner from what the corporation ordinarily accepts in the market with that type of customer or supplier.

RESOLVED, that the Chief Financial Officer and the General Counsel continue to maintain a policy with respect to the execution of documents which contain unusual risk to Motorola and report to the Finance Committee as appropriate on such a policy

DELEGATION OF AUTHORITY

WHEREAS, certain officers of the Company have been granted the power to delegate their signing authority; and

WHEREAS, the Board has adopted the following policy regarding such delegations of authority.

RESOLVED, that a delegation of authority should be for as short a period as practicable but in no event more than one year (other than in the case of judicial or administrative proceedings in which it is determined that a longer delegation is appropriate); a delegation of authority must be in writing and specific in scope, dollar amount and subject matter; a delegation of authority not in compliance with policy or in amounts over \$5 million must be reviewed by the Law Department; a delegation of authority to non-Motorola employees must be reviewed by the Law Department; a delegation of authority must be filed with the Motorola Chief Accounting

Officer's Office or the business Controller's office; and there is no delegation of authority for Capital Structure financings, which include any debt or equity financing.

BANKING RESOLUTION

WHEREAS, from time to time, it becomes necessary for Motorola, Inc. (the "Company") to open accounts with various banking and financial institutions, and in order to facilitate such action be it:

RESOLVED, that each of the Co-Chief Executive Officers, the Chief Financial Officer and the Treasurer (the "Banking Officers") and the Director of Treasury Operations and each Assistant Treasurer (the "Administrative Banking Officers") be, and each of them is, authorized to open and close accounts with any banking institution or similar depository of funds deemed appropriate by any one of them.

RESOLVED, further, that the Banking Officers be empowered, individually, to sign checks, drafts or other orders for the payment of money (any such checks, drafts or orders being hereinafter referred to as an "Item" or "Items") drawn in the name of the Company upon any and all accounts of the Company, including any Item drawn to the individual order of the person whose signature appears thereon, a specimen of which is on file with the institution on which the Item is drawn.

RESOLVED, further, that the Banking Officers be empowered, individually, to authorize various employees of the Company to sign Items drawn in the name of the Company upon any or all accounts of the Company, including any Item drawn to the individual order of the person whose signature appears thereon, a specimen of which is on file with the institution on which the Item is drawn.

RESOLVED, further, that the Banking Officers and the Administrative Banking Officers be empowered, individually, to designate in writing at any time and from time to time officers (including themselves), agents and employees of the Company each of whom, on behalf of the Company, is authorized to issue written, telephonic, electronic or oral instructions with respect to the transfer of funds of the Company on deposit with any such institution (or otherwise transferable by the institution) by wire, automated clearinghouse or other electronic means of transfer, without any written order for the payment of money being issued with respect to such transfer.

RESOLVED, further, that the Banking Officers and the Administrative Banking Officers are hereby authorized on behalf of the Company to enter into such agreements or any documents with any banking or financial institution with respect to any services (including, without limitation, electronic services) as such officers in their sole discretion deem advisable or in the interest of the Company.

RESOLVED, further, that each such institution be and it is hereby requested, authorized and directed to honor Items drawn in the name of the Company and signed, manually or by facsimile signature (a specimen of each of which shall be filed with each such institution), by

any of the Banking Officers, the Administrative Banking Officers, or any other officer or employee of the Company from time to time designated in writing to the institution by any one of the above-named officers and until such designation is withdrawn, and each such institution shall be entitled to honor and to charge the Company for all such Items, regardless of by whom or by what means the actual or purported facsimile signature or signatures thereon may have been affixed thereto; provided, however, that with respect to any Item signed by facsimile signature, such Item shall be honored and charged to the Company only if the facsimile signature resembles the specimen thereof filed with such institution and provided that the institution has exercised ordinary care in the payment of such Item.

RESOLVED, further, that each such institution be and it is hereby requested, authorized and directed to honor any written, oral, telephonic, or electronic instruction for the transfer of funds of the Company by wire or other electronic means initiated by a person or persons designated in writing by any of the Banking Officers, the Administrative Banking Officers, or made by the institution in accordance with the procedure provided by any agreement for wire or other electronic means of transfer of funds entered into on behalf of the Company by the officers listed above.

RESOLVED, further, that these resolutions and any designation or authorization contemplated by these resolutions which has been delivered to any institution, shall be in full force and effect and binding upon the Company until rescinded and written notice of such rescission has been delivered to such banking institution.

BORROWING RESOLUTION

WHEREAS, from time to time, it becomes necessary for Motorola, Inc. to establish borrowing and other relationships with various banking and other institutions, and in order to facilitate such actions:

RESOLVED, that any of the following: the Co-Chief Executive Officers, the Chief Financial Officer and the Treasurer, or any other person designated in writing by any one of the foregoing persons, shall be authorized upon such terms and conditions as to him shall seem proper:

1. To borrow money and incur liabilities for, on behalf and in the name of the Company, to sell or discount its bills, receivables and other instruments and rights, to enter into, make, sign and deliver repurchase, revolving credit, guarantees, surety agreements, term loan, interest rate, currency, and other similar agreements, which agreements may contain covenants restricting the Company's ability to take certain actions or requiring it to take certain actions, to sign, execute and deliver acceptances and promissory notes and other obligations of the Company, for such amounts, for such time, at such rate of interest or discount, and containing such terms and provisions and such collateral powers as to him or her shall seem proper; provided, however no authority is extended under this resolution for (i) amounts in excess of \$500 million unless Co-CEOs acting jointly have approved the actions, (ii) long-term customer financing, which is found in specific resolutions, and (iii) in the case of financial

guarantees and financial surety agreements, the company must have a direct or indirect interest in the company or entity for which the financial obligation is being made.

2. To buy and sell foreign exchange, whether for current or future delivery, or options on foreign exchange, to purchase, sell, exchange and otherwise deal in stock and other securities, to procure letters of credit, travelers' checks, and similar instruments, in each case, for, on behalf, and in the name of the Company, to incur liabilities in connection therewith and in connection with the purchase, sale or negotiation of any bills of exchange, letters of credit, and travelers' checks, acceptances, drafts, bills of lading, and similar instruments, and to sign receipts and trust receipts therefore, and to sign, execute, and deliver orders, applications, and agreements in connection therewith, which orders, applications, and agreements may contain such provisions as to him or her shall seem proper; provided, however, no authority is extended under this resolution to purchase or sell stock or make equity investments, which is found in specific resolutions.

INTERNATIONAL BANKING RESOLUTION

RESOLVED, that each of the Co-Chief Executive Officers, the Chief Financial Officer and the Treasurer (the "Banking Officers") and the Director of Treasury Operations and each Assistant Treasurer (the "Administrative Banking Officers") be, and each of them is, authorized: (i) to open and close bank accounts or other similar depositories of funds in the name of the Company or any subsidiary owned, directly or indirectly, by the Company in any country in the world outside of the United States, (ii) to designate the signatories and other operating rules for such accounts and to notify the bank or other depository of such signatories and operating rules, and (iii) to sign any necessary agreements or other documents with said banks or other depositories to implement this resolution; and

RESOLVED, that the Banking Officers, be, and each of them is, authorized to have full single signature authority himself on such accounts (except for checks, drafts or other orders of payment of money drawn to his individual order).

RESOLUTION AUTHORIZING SPECIFIED OFFICERS OF THE COMPANY TO SIGN CUSTOMS POWERS OF ATTORNEY

RESOLVED, that the Chief Financial Officer, the Treasurer, the Corporate Controller, the Chief Ethics and Compliance Officer, and the Director of Global Trade Compliance be, and each of them hereby is, authorized and delegated to sign powers of attorney on behalf of the Company, appointing agents and attorneys to represent the Company in any and all dealings before or with any customs agency of any country worldwide. The officers named above are hereby authorized to delegate this authority in writing to others.

* * * * *

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/9/2010

PRODUCER

Serial #: 0606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AON RISK SERVICES CENTRAL, INC
CHICAGO IL OFFICE
1000 NORTH MILWAUKEE AVENUE
GLENVIEW, ILLINOIS 60025
ATTN: INSURANCE VERIFICATION CENTER
PH: 1-800-4-VERIFY/ FAX: 1-847-953-5341

COMPANIES AFFORDING COVERAGE

COMPANY A LIBERTY MUTUAL Fire INSURANCE COMPANY

INSURED

COMPANY B LIBERTY INSURANCE CORPORATION

MOTOROLA INC. AND ITS SUBSIDIARIES
1303 EAST ALGONQUIN ROAD
SCHAUMBURG IL 60196 USA

COMPANY C

COMPANY D

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
a	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	TB2-641-005169-070	7/1/2010	7/1/2011	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ included PERSONAL & ADV INJURY \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 FIRE DAMAGE (Any one fire) \$ 250,000 MED EXP (Any one person) \$ 10,000
a	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	as2-641-005169-010	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WA7-64d-005169-080 (ALL OTHER STATES) WC7-641-005169-090 (OR & WI)	7/1/2010	7/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Contract No. 07-13401/CR. The City of Chicago is listed as an additional insured with respect to the general liability and automobile liability policies on a primary, non-contributory basis. Waiver of Subrogation is provided to the City of Chicago, its employees, elected officials, agents or representatives with respect to the general liability, automobile liability and workers' compensation policies.

CERTIFICATE HOLDER

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
CITY HALL
121 NORTH LASALLE ST., ROOM 403
CHICAGO IL 60602 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

COPY



FEMA

**Grant Programs Directorate
Information Bulletin No. 344
July 15, 2010**

TO: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Areas Security Initiative Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Tribal Nation Points of Contact

FROM: Elizabeth M. Harman
Assistant Administrator
Grant Programs Directorate
Federal Emergency Management Agency

SUBJECT: Fiscal Year (FY) 2010 Grant Programs Allocation Announcement

The Grant Programs Directorate (GPD) and National Preparedness Directorate (NPD) within the Federal Emergency Management Agency (FEMA) are pleased to announce final FY 2010 grant allocations for the following grant programs:

- Homeland Security Grant Program (HSGP)
 - State Homeland Security Program (SHSP)
 - Urban Areas Security Initiative (UASI)
 - Operation Stonegarden (OPSG)
 - Metropolitan Medical Response System (MMRS)
 - Citizen Corps Program (CCP)
- Tribal Homeland Security Grant Program (THSGP)
- Nonprofit Security Grant Program (NSGP)
- Regional Catastrophic Preparedness Grant Program (RCPGP)

FY 2010 Homeland Security Grant Program (HSGP)

The HSGP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the Nation against risks associated with potential terrorist attacks and other hazards.

State Homeland Security Program (SHSP). The SHSP provides \$842,000,000 to build capabilities at the state and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in State Preparedness Reports.

Urban Areas Security Initiative (UASI). The UASI provides \$832,520,000 to select areas to enhance regional preparedness in major metropolitan areas. The UASI program directly supports the National Priority on expanding regional collaboration in the *National Preparedness Guidelines* and is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery.

Operation Stonegarden (OPSG). The OPSG provides \$60,000,000 to enhance cooperation and coordination among Federal, state, territorial, tribal, and local law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

Metropolitan Medical Response System (MMRS). The MMRS provides \$39,359,956 to support the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard.

Citizen Corps Program (CCP). The CCP provides \$12,480,000 to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

FY 2010 Tribal Homeland Security Grant Program (THSGP)

The THSGP provides \$10,000,000 to directly eligible tribes to help strengthen the Nation against potential terrorist attacks and other hazards. Funds are equal to at least 0.1 percent of the total funds appropriated for grants under Sections 2003 (Urban Areas Security Initiative) and 2004 (State Homeland Security Program), as directed by the 9/11 Act.

FY 2010 Nonprofit Security Grant Program (NSGP)

The NSGP provides \$19,000,000 in funding support for target hardening activities to nonprofit organizations that are at high risk of terrorist attack and are located within one of the FY 2010 UASI-eligible Urban Areas. This program seeks to integrate nonprofit preparedness activities with broader state and local preparedness efforts. The program is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, state and local government agencies, and Citizen Corps Councils.

FY 2010 Regional Catastrophic Preparedness Grant Program (RCPGP)

The RCPGP provides \$33,600,000 to enhance catastrophic incident preparedness in the pre-designated eleven (11) Urban Areas Security Initiative (UASI) Urban Areas within the ten (10) RCPGP sites that received funding under RCPGP in the FY 2009 grant cycle. RCPGP is intended to support coordination of regional all-hazard planning for catastrophic events, including the development of integrated planning communities, plans, protocols, and procedures to manage a catastrophic event. The focus of RCPGP expanded in FY 2010 to focus on additional elements of the preparedness cycle by addressing the need to train, exercise, and evaluate and improve their plans to meet the needs of their region.

Detailed information for all of the aforementioned grant programs is provided at <http://www.fema.gov/grants>.

Questions related to this Information Bulletin may be directed to your FEMA Program Analyst or the Centralized Scheduling and Information Desk at askcsid@dhs.gov or 1-800-368-6498.

Appendix A

Table 1: FY 2010 State Homeland Security Program (SHSP) Funding Allocations

State	FY 2010 Allocation	Law Enforcement Terrorism Prevention Activities Minimum
Alabama	\$9,817,385	\$2,740,007
Alaska	\$6,613,200	\$1,845,727
American Samoa	\$1,469,600	\$410,162
Arizona	\$13,217,365	\$3,688,932
Arkansas	\$6,613,200	\$1,845,727
California	\$107,498,340	\$30,002,506
Colorado	\$10,979,859	\$3,064,450
Connecticut	\$8,894,442	\$2,482,416
Delaware	\$6,613,200	\$1,845,727
District of Columbia	\$10,073,987	\$2,811,622
Florida	\$33,011,575	\$9,213,444
Georgia	\$19,229,905	\$5,367,016
Guam	\$1,469,600	\$410,162
Hawaii	\$6,613,200	\$1,845,727
Idaho	\$6,613,200	\$1,845,727
Illinois	\$32,556,036	\$9,086,305
Indiana	\$11,326,441	\$3,161,180
Iowa	\$6,613,200	\$1,845,727
Kansas	\$6,613,200	\$1,845,727
Kentucky	\$8,007,374	\$2,234,837
Louisiana	\$13,804,998	\$3,852,939
Maine	\$6,613,200	\$1,845,727
Maryland	\$15,819,538	\$4,415,192
Massachusetts	\$15,575,715	\$4,347,141
Michigan	\$19,305,380	\$5,388,081
Minnesota	\$10,789,416	\$3,011,298
Mississippi	\$6,613,200	\$1,845,727
Missouri	\$11,057,956	\$3,086,247
Montana	\$6,613,200	\$1,845,727
Nebraska	\$6,613,200	\$1,845,727
Nevada	\$7,868,298	\$2,196,020
New Hampshire	\$6,613,200	\$1,845,727
New Jersey	\$23,804,549	\$6,643,786
New Mexico	\$6,613,200	\$1,845,727
New York	\$113,536,625	\$31,687,774
North Carolina	\$15,419,662	\$4,303,587
North Dakota	\$6,613,200	\$1,845,727
Northern Mariana Islands	\$1,469,600	\$410,162
Ohio	\$21,550,072	\$6,014,569
Oklahoma	\$6,613,200	\$1,845,727
Oregon	\$7,719,935	\$2,154,614
Pennsylvania	\$27,090,515	\$7,560,892
Puerto Rico	\$6,613,200	\$1,845,727
Rhode Island	\$6,613,200	\$1,845,727
South Carolina	\$7,892,298	\$2,202,720

State	FY 2010 Allocation	Law Enforcement Terrorism Prevention Activities Minimum
South Dakota	\$6,613,200	\$1,845,727
Tennessee	\$11,036,637	\$3,080,297
Texas	\$57,124,291	\$15,943,240
U.S. Virgin Islands	\$1,469,600	\$410,162
Utah	\$6,613,200	\$1,845,727
Vermont	\$6,613,200	\$1,845,727
Virginia	\$18,680,612	\$5,213,710
Washington	\$18,357,092	\$5,123,415
West Virginia	\$6,613,200	\$1,845,727
Wisconsin	\$9,584,902	\$2,675,121
Wyoming	\$6,613,200	\$1,845,727
Total	\$842,000,000	\$235,000,000

Table 2: FY 2010 Urban Areas Security Initiative (UASI) Funding Allocations

Tier	State/Territory	Urban Area	FY 2010 Allocation	Law Enforcement Terrorism Prevention Activities Minimum
I	California	Los Angeles/Long Beach Area ✓	\$69,922,146	\$18,624,461
		Bay Area ✓	\$42,827,663	\$11,407,575
	District of Columbia	National Capital Region ✓	\$59,392,477	\$15,819,778
	Illinois	Chicago Area ✓	\$54,653,862	\$14,557,601
	Massachusetts	Boston Area ✓	\$18,933,980	\$5,043,254
	New Jersey	Jersey City/Newark Area ✓	\$37,292,205	\$9,933,150
	New York	New York City Area ✓	\$151,579,096	\$40,374,603
	Pennsylvania	Philadelphia Area ✓	\$23,335,845	\$6,215,735
	Texas	Houston Area ✓	\$41,452,916	\$11,041,397
		Dallas/Fort Worth/Arlington Area	\$25,097,410	\$6,684,945
II	Arizona	Phoenix Area	\$10,832,667	\$2,885,389
		Tucson Area	\$4,515,400	\$1,202,722
	California	San Diego Area	\$16,208,500	\$4,317,296
		Anaheim/Santa Ana Area	\$12,773,050	\$3,402,229
		Riverside Area	\$5,286,378	\$1,408,080
		Sacramento Area	\$3,947,286	\$1,051,399
		Oxnard Area	\$2,507,575	\$667,918
		Bakersfield Area	\$1,014,919	\$270,334
	Colorado	Denver Area	\$7,064,120	\$1,881,599
	Connecticut	Bridgeport Area	\$2,812,361	\$749,100
		Hartford Area	\$2,752,043	\$733,034
	Florida	Miami Area	\$11,039,650	\$2,940,521
		Tampa Area	\$7,815,050	\$2,081,616
		Fort Lauderdale Area	\$6,067,168	\$1,616,051
		Jacksonville Area	\$5,355,350	\$1,426,451
		Orlando Area	\$5,090,188	\$1,355,822
	Georgia	Atlanta Area	\$13,522,973	\$3,601,979
	Hawaii	Honolulu Area	\$4,754,800	\$1,266,488
	Indiana	Indianapolis Area	\$7,104,700	\$1,892,408
	Kentucky	Louisville Area	\$2,205,723	\$587,516
	Louisiana	New Orleans Area	\$5,440,364	\$1,449,095
		Baton Rouge Area	\$2,978,768	\$793,425
	Maryland	Baltimore Area	\$10,975,050	\$2,923,314
	Michigan	Detroit Area	\$13,481,600	\$3,590,959
	Minnesota	Twin Cities Area	\$8,263,207	\$2,200,987
	Missouri	St. Louis Area	\$8,533,000	\$2,272,850
		Kansas City Area	\$7,706,200	\$2,052,623
Nebraska	Omaha Area	\$1,013,087	\$269,846	
Nevada	Las Vegas Area	\$8,150,150	\$2,170,874	

Tier	State/Territory	Urban Area	FY 2010 Allocation	Law Enforcement Terrorism Prevention Activities Minimum
II	New York	Buffalo Area	\$5,544,750	\$1,476,899
		Rochester Area	\$2,314,601	\$616,517
		Albany Area	\$1,011,141	\$269,327
		Syracuse Area	\$1,010,475	\$269,150
	North Carolina	Charlotte Area	\$4,583,712	\$1,220,917
	Ohio	Cleveland Area	\$5,094,390	\$1,356,941
		Cincinnati Area	\$4,977,643	\$1,325,845
		Columbus Area	\$4,247,100	\$1,131,257
		Toledo Area	\$2,291,708	\$610,419
	Oklahoma	Oklahoma City Area	\$4,404,750	\$1,173,249
		Tulsa Area	\$2,164,490	\$576,533
	Oregon	Portland Area	\$7,178,800	\$1,912,145
	Pennsylvania	Pittsburgh Area	\$6,398,705	\$1,704,359
	Puerto Rico	San Juan Area	\$3,108,425	\$827,960
	Rhode Island	Providence Area	\$4,764,300	\$1,269,019
	Tennessee	Memphis Area	\$4,169,183	\$1,110,503
		Nashville Area	\$2,844,065	\$757,545
	Texas	San Antonio Area	\$6,229,550	\$1,659,303
		El Paso Area	\$5,389,900	\$1,435,654
		Austin Area	\$2,931,990	\$780,965
	Utah	Salt Lake City Area	\$2,900,078	\$772,465
	Virginia	Norfolk Area	\$7,372,100	\$1,963,632
		Richmond Area	\$2,675,561	\$712,662
	Washington	Seattle Area	\$11,053,806	\$2,944,291
	Wisconsin	Milwaukee Area	\$4,159,850	\$1,108,019
	Total			\$832,520,000

Table 3: FY 2010 Operation Stonegarden (OPSG) Funding Allocations

State/Territory	FY 2010 Allocation
Arizona	\$13,883,735
California	\$12,170,302
Florida	\$870,000
Idaho	\$187,086
Maine	\$1,120,267
Michigan	\$1,388,838
Minnesota	\$543,168
Montana	\$1,455,356
New Mexico	\$4,015,517
New York	\$3,314,591
North Dakota	\$548,913
Ohio	\$332,100
Puerto Rico	\$330,000
Texas	\$17,550,446
Vermont	\$324,204
Washington	\$1,965,477
Total	\$60,000,000

Table 4: FY 2010 Metropolitan Medical Response System (MMRS) Funding Allocations

State	MMRS Jurisdictions	FY 2010 Allocation
Alabama	Birmingham, Huntsville, Mobile, and Montgomery	\$1,269,676
Alaska	Anchorage and Juneau	\$634,838
Arizona	Glendale, Mesa, Phoenix, and Tucson	\$1,269,676
Arkansas	Little Rock	\$317,419
California	Anaheim, Bakersfield, Fremont, Fresno, Glendale, Huntington Beach, Long Beach, Los Angeles, Modesto, Oakland, Riverside, Sacramento, San Bernadino, San Diego, San Francisco, San Jose, Santa Ana, and Stockton	\$5,713,542
Colorado	Aurora, Colorado Springs, and Denver	\$952,257
Connecticut	Hartford	\$317,419
Florida	Fort Lauderdale, Hialeah, Jacksonville, Miami, Orlando, St. Petersburg, and Tampa	\$2,221,933
Georgia	Atlanta and Columbus	\$634,838
Hawaii	Honolulu	\$317,419
Illinois	Chicago	\$317,419
Indiana	Ft. Wayne and Indianapolis	\$634,838
Iowa	Des Moines	\$317,419
Kansas	Kansas City and Wichita	\$634,838
Kentucky	Lexington/Fayette and Louisville	\$634,838
Louisiana	Baton Rouge, Jefferson Parish, New Orleans, and Shreveport	\$1,269,676
Maryland	Baltimore	\$317,419
Massachusetts	Boston, Springfield, and Worcester	\$952,257
Michigan	Detroit, Grand Rapids, and Warren	\$952,257
Minnesota	Minneapolis and St. Paul	\$634,838
Mississippi	Jackson	\$317,419
Missouri	Kansas City and St. Louis	\$634,838
Nebraska	Lincoln and Omaha	\$634,838
Nevada	Las Vegas	\$317,419
New Hampshire	Northern New England MMRS	\$317,419
New Jersey	Jersey City and Newark	\$634,838
New Mexico	Albuquerque	\$317,419
New York	Buffalo, New York City, Rochester, Syracuse, and Yonkers	\$1,587,095
North Carolina	Charlotte, Greensboro, and Raleigh	\$952,257
Ohio	Akron, Cincinnati, Cleveland, Columbus, Dayton, and Toledo	\$1,904,514
Oklahoma	Oklahoma City and Tulsa	\$634,838
Oregon	Portland	\$317,419
Pennsylvania	Allegheny County and Philadelphia	\$634,838
Rhode Island	Providence	\$317,419
South Carolina	Columbia	\$317,419
Tennessee	Chattanooga, Knoxville, Memphis, and Nashville	\$1,269,676
Texas	Amarillo, Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Garland, Houston, Irving, Lubbock, San Antonio, and Southern Rio Grande	\$4,126,447
Utah	Salt Lake City	\$317,419
Virginia	Arlington County, Chesapeake, Newport News, Norfolk, Richmond, and Virginia Beach	\$1,904,514
Washington	Seattle, Spokane, and Tacoma	\$952,257
Wisconsin	Madison and Milwaukee	\$634,838
Total		\$39,359,956

Table 5: FY 2010 Citizen Corps Program (CCP) Funding Allocations

State/Territory	FY 2010 Allocation	State/Territory	FY 2010 Allocation
Alabama	\$206,785	Nevada	\$156,729
Alaska	\$110,262	New Hampshire	\$125,546
Arizona	\$251,416	New Jersey	\$304,403
Arkansas	\$162,925	New Mexico	\$141,777
California	\$986,002	New York	\$566,798
Colorado	\$213,523	North Carolina	\$317,508
Connecticut	\$178,806	North Dakota	\$109,174
Delaware	\$114,797	Ohio	\$372,462
District of Columbia	\$107,969	Oklahoma	\$182,032
Florida	\$538,587	Oregon	\$185,618
Georgia	\$328,757	Pennsylvania	\$395,827
Hawaii	\$124,876	Rhode Island	\$119,112
Idaho	\$130,596	South Carolina	\$202,363
Illinois	\$406,833	South Dakota	\$113,125
Indiana	\$248,420	Tennessee	\$244,489
Iowa	\$166,498	Texas	\$684,226
Kansas	\$161,632	Utah	\$160,037
Kentucky	\$197,252	Vermont	\$108,684
Louisiana	\$200,688	Virginia	\$282,223
Maine	\$125,562	Washington	\$252,606
Maryland	\$230,376	West Virginia	\$137,653
Massachusetts	\$251,362	Wisconsin	\$230,239
Michigan	\$336,470	Wyoming	\$106,532
Minnesota	\$220,344	Puerto Rico	\$189,599
Mississippi	\$164,946	U.S. Virgin Islands	\$33,866
Missouri	\$237,126	American Samoa	\$32,793
Montana	\$117,088	Guam	\$35,532
Nebraska	\$136,899	Northern Mariana Islands	\$32,450
Total			\$12,480,000

Table 6: FY 2010 Tribal Homeland Security Grant Program (THSGP) Funding Allocations

State	Tribe	FY 2010 Allocation
Arizona	Cocopah Indian Tribe	\$199,235
	Colorado River Indian Tribes	\$971,955
	Gila River Indian Community	\$1,011,000
	Salt River Pima Maricopa Indian Community	\$110,000
	Tohono O'odham Nation	\$1,657,500
California	Agua Caliente Band of Cahuilla Indians	\$628,678
	Blue Lake Rancheria	\$30,081
	Fort Mojave Indian Tribe of Arizona, California, and Nevada	\$115,500
	San Manuel Band of Mission Indians	\$488,657
	Sycuan Band of the Kumeyaay Nation	\$107,000
	Yurok Tribe	\$84,647
Florida	Seminole Tribe of Florida	\$594,478
Idaho	Nez Perce Tribe	\$149,164
Michigan	Bay Mills Indian Community	\$210,500
Minnesota	Prairie Island Indian Community	\$103,180
Montana	Blackfeet Tribal Nation	\$436,504
	Fort Belknap Indian Community	\$214,288
North Dakota	Standing Rock Sioux Tribe	\$461,942
New York	St. Regis Mohawk Tribe	\$468,483
Texas	Ysleta del Sur Pueblo	\$175,848
Washington	Confederated Tribes of the Colville Reservation	\$896,000
	Puyallup Tribe of Indians	\$475,000
	Quinault Indian Nation	\$100,000
	Shoalwater Bay Indian Tribe	\$310,360
Total		\$10,000,000

Table 7: FY 2010 UASI Nonprofit Security Grant Program (NSGP) Funding Allocations

State	Urban Area	FY 2010 Allocation by Urban Area	FY 2010 Allocation by State
Arizona	Phoenix Area	\$72,550	\$147,550
	Tucson Area	\$75,000	
California	Anaheim/Santa Ana Area	\$150,000	\$3,348,668
	Bay Area	\$691,357	
	Los Angeles/Long Beach Area	\$2,132,311	
	Riverside Area	\$75,000	
	Sacramento Area	\$75,000	
	San Diego Area	\$225,000	
Colorado	Denver Area	\$75,000	\$75,000
Connecticut	Bridgeport Area	\$75,000	\$75,000
District of Columbia	National Capital Region	\$892,708	\$892,708
Florida	Fort Lauderdale Area	\$364,000	\$1,459,182
	Jacksonville Area	\$53,172	
	Miami Area	\$749,144	
	Tampa Area	\$292,866	
Georgia	Atlanta Area	\$295,157	\$295,157
Hawaii	Honolulu Area	\$75,000	\$75,000
Illinois	Chicago Area	\$1,422,500	\$1,422,500
Louisiana	New Orleans Area	\$74,084	\$74,084
Maryland	Baltimore Area	\$902,891	\$902,891
Michigan	Detroit Area	\$446,487	\$446,487
Minnesota	Twin Cities Area	\$12,905	\$12,905
Missouri	Kansas City Area	\$82,750	\$296,150
	St. Louis Area	\$213,400	
Nevada	Las Vegas Area	\$75,000	\$75,000
New Jersey	Jersey City/Newark Area	\$1,452,926	\$1,452,926
New York	Albany Area	\$71,900	\$6,054,141
	Buffalo Area	\$75,000	
	New York City Area	\$5,862,491	
	Rochester Area	\$44,750	
Ohio	Cleveland Area	\$75,000	\$75,000
Oklahoma	Tulsa Area	\$75,000	\$75,000
Oregon	Portland Area	\$34,900	\$34,900
Pennsylvania	Philadelphia Area	\$150,000	\$300,000
	Pittsburgh Area	\$150,000	
Tennessee	Memphis Area	\$75,000	\$103,752
	Nashville Area	\$28,752	
Texas	Austin Area	\$75,000	\$748,125
	Dallas/Fort Worth/Arlington Area	\$75,000	
	El Paso Area	\$75,000	
	Houston Area	\$450,000	
	San Antonio Area	\$73,125	
Utah	Salt Lake City Area	\$75,000	\$75,000
Virginia	Norfolk Area	\$98,960	\$98,960
Washington	Seattle Area	\$308,914	\$308,914
Wisconsin	Milwaukee Area	\$75,000	\$75,000
Total		\$19,000,000	\$19,000,000

**Table 8: FY 2010 UASI Nonprofit Security Grant Program (NSGP)
Organizational Awardees**

U.S. Department of Homeland Security		
NOTE: Specific dollar amounts allocated to each of the selected nonprofit organizations are provided to the State. The allocated amounts are subject to change based upon the States to leverage up to 5% of the award for management and administration purposes, in accordance with the grant program guidance.		
State	Urban Area	Nonprofit Organization
Arizona	Phoenix Area	Saint Francis Xavier Parish
Arizona	Tucson Area	Jewish Family and Children Services
Arizona Total		
California	Anaheim/Santa Ana Area	Chabad of Irvine
California	Anaheim/Santa Ana Area	Temple Beth David of OC
California	Bay Area	Beth Jacob Congregation (Oakland)
California	Bay Area	Congregation Beth Jacob and Irving Levin Jewish Center
California	Bay Area	Congregation Bnai Emunah(CBE)
California	Bay Area	Congregation B'nai Shalom
California	Bay Area	Congregation Chevra Thilim
California	Bay Area	Congregation Emanu-El (SF)
California	Bay Area	Congregation Kol Emeth
California	Bay Area	Hillel of Silicon Valley
California	Bay Area	Jewish Family and Children's Services (JFCS)
California	Bay Area	Tehiyah Day School
California	Los Angeles/Long Beach Area	Abraham Joshua Heschel Day School
California	Los Angeles/Long Beach Area	Baia Chaya Mushka School
California	Los Angeles/Long Beach Area	Bais Bezael – Chabad of South Beverly Hills
California	Los Angeles/Long Beach Area	Bais Chana High School
California	Los Angeles/Long Beach Area	Beth Jacob Beverly Hills
California	Los Angeles/Long Beach Area	Cedars-Sinai Medical Center
California	Los Angeles/Long Beach Area	Chabad of the Beach Cities
California	Los Angeles/Long Beach Area	Chabad Israeli Center
California	Los Angeles/Long Beach Area	Chabad Jewish Center of Studio City
California	Los Angeles/Long Beach Area	Chabad Jewish Community Center of Marina del Rey
California	Los Angeles/Long Beach Area	Chabad of Calabasas
California	Los Angeles/Long Beach Area	Chabad of Camarillo
California	Los Angeles/Long Beach Area	Chabad of Cheviot Hills
California	Los Angeles/Long Beach Area	Chabad of Conejo
California	Los Angeles/Long Beach Area	Chabad of North Hollywood
California	Los Angeles/Long Beach Area	Chabad of Pasadena, Inc
California	Los Angeles/Long Beach Area	Chabad of Sherman Oaks, Congregation Mishkan Sholom
California	Los Angeles/Long Beach Area	Chabad of the Valley
California	Los Angeles/Long Beach Area	Chabad, California State University of Northridge
California	Los Angeles/Long Beach Area	Conejo Jewish Day School
California	Los Angeles/Long Beach Area	Congregation Beth Chayim of LA
California	Los Angeles/Long Beach Area	Congregation Beth Meier
California	Los Angeles/Long Beach Area	Congregation Lubavitch Long Beach
California	Los Angeles/Long Beach Area	Congregation Mogen David
California	Los Angeles/Long Beach Area	Emanuel Center, Inc.
California	Los Angeles/Long Beach Area	Jewish Center of the Bay Cities (JCBC)
California	Los Angeles/Long Beach Area	Southern California Nessah Educational and Cultural
California	Los Angeles/Long Beach Area	St. Francis Medical Center
California	Los Angeles/Long Beach Area	Young Israel of Northridge
California	Riverside Area	First Congregational Church of Riverside
California	Sacramento Area	Jewish Community Center Chabad of Roseville Inc.

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State	Urban Area	Nonprofit Organization
California	San Diego Area	Chabad of Poway
California	San Diego Area	Sharp Chula Vista Medical Center
California	San Diego Area	Tifereth Israel Synagogue
California Total		
Colorado	Denver Area	Robert E. Loup Jewish Community Center
Colorado Total		
Connecticut	Bridgeport Area	St. Vincent's Medical Center
Connecticut Total		
District of Columbia	National Capital Region	Chabad Lubavitch of Northern Virginia
District of Columbia	National Capital Region	Charles E. Smith Jewish Day School
District of Columbia	National Capital Region	Hillel
District of Columbia	National Capital Region	Islamic Center of Maryland
District of Columbia	National Capital Region	Jewish Coalition Against Domestic Abuse
District of Columbia	National Capital Region	Jewish Federation of Greater Washington
District of Columbia	National Capital Region	Mishkan Torah Synagogue
District of Columbia	National Capital Region	Muslim Community Center (MCC)
District of Columbia	National Capital Region	Sha'are Shalom
District of Columbia	National Capital Region	Sixth & I
District of Columbia	National Capital Region	Woodside Synagogue Ahvas Torah
District of Columbia	National Capital Region	Yeshiva of Greater Washington
District of Columbia	National Capital Region	Young Israel - Ezras Israel of Potomac
District of Columbia Total		
Florida	Fort Lauderdale Area	Bais Chaya
Florida	Fort Lauderdale Area	Broward Chai Center
Florida	Fort Lauderdale Area	Congregation B'nai Israel of Boca Raton
Florida	Fort Lauderdale Area	Holocaust Documentation Center
Florida	Fort Lauderdale Area	Temple Beth Emet
Florida	Jacksonville Area	Jewish Community Alliance
Florida	Miami Area	Dave and Mary Alper JCC
Florida	Miami Area	Greater Miami Hillel Foundation
Florida	Miami Area	Greater Miami Jewish Federation
Florida	Miami Area	Miami Jewish Home and Hospital for the Aged
Florida	Miami Area	Mount Sinai Medical Center
Florida	Miami Area	Temple Emanu-El of Greater Miami
Florida	Miami Area	The Holocaust Memorial Committee
Florida	Miami Area	The Shul of Downtown
Florida	Miami Area	Toras Emes
Florida	Miami Area	Yeshivas Toras Chaim
Florida	Tampa Area	Chabad Lubavitch Center
Florida	Tampa Area	Chabad of Brandon
Florida	Tampa Area	St. James House of Prayer Episcopal Church

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NOTE: Specific dollar amounts allocated to each of the selected nonprofit organizations are provided to the State. The allocated amounts are subject to change based upon the States to leverage up to 5% of the award for management and administration purposes, in accordance with the grant program guidance.

State	Urban Area	Nonprofit Organization
Florida	Tampa Area	Tampa JCC/Federation, Inc.
Florida Total		
Georgia	Atlanta Area	Chabad of North Fulton
Georgia	Atlanta Area	Congregation Dor Tamid
Georgia	Atlanta Area	Hillels of Georgia - Emory Campus
Georgia	Atlanta Area	Marcus Jewish Community Center of Atlanta
Georgia	Atlanta Area	Temple Kol Emeth
Georgia	Atlanta Area	The Temple
Georgia Total		
Hawaii	Honolulu Area	Lubavitch Foundation of Hawaii
Hawaii Total		
Illinois	Chicago Area	Akiba Schechter Jewish Day School
Illinois	Chicago Area	Beth Hillel Congregation Bnai Emunah
Illinois	Chicago Area	Chicago Community Kollel
Illinois	Chicago Area	Congregation Anshe Motele
Illinois	Chicago Area	Congregation Bnei Ruven
Illinois	Chicago Area	Hanna Sacks Bais Yaakov High School
Illinois	Chicago Area	Ida Crown Jewish Academy
Illinois	Chicago Area	Illinois Holocaust Museum and Education Center
Illinois	Chicago Area	Joan Dachs Bais Yaakov
Illinois	Chicago Area	Kollel Toras Chesed
Illinois	Chicago Area	Lubavitch Chabad of Wilmette
Illinois	Chicago Area	Lubavitch Mestiva of Chicago
Illinois	Chicago Area	Mercy Hospital and Medical Center
Illinois	Chicago Area	North Shore Congregation Israel
Illinois	Chicago Area	Ravenswood Congregation
Illinois	Chicago Area	Saints Mary and Elizabeth Medical Center
Illinois	Chicago Area	Skokie Valley Agudath Jacob Synagogue
Illinois	Chicago Area	Telshe Yeshiva Chicago
Illinois	Chicago Area	Yeshiva Migdal Torah
Illinois Total		
Louisiana	New Orleans Area	Jewish Community Center
Louisiana Total		
Maryland	Baltimore Area	Agudath Israel of Baltimore
Maryland	Baltimore Area	Aleph Bet Jewish Day School
Maryland	Baltimore Area	Bais HaMedrash & Mesivta of Baltimore
Maryland	Baltimore Area	Bais Yaakov School for Girls
Maryland	Baltimore Area	Beth El Congregation
Maryland	Baltimore Area	Beth Tfiloh Dahan Community School
Maryland	Baltimore Area	Bnos Yisroel of Baltimore
Maryland	Baltimore Area	Cheder Chabad
Maryland	Baltimore Area	Congregation Ohr Hamizrach
Maryland	Baltimore Area	Congregation Shomrei Emunah
Maryland	Baltimore Area	Jewish Museum of Maryland
Maryland	Baltimore Area	Oheb Shalom Congregation of Baltimore
Maryland	Baltimore Area	Sinai Hospital of Baltimore
Maryland	Baltimore Area	The Jewish Community Center of Baltimore
Maryland	Baltimore Area	Yeshivat Rambam
Maryland Total		
Michigan	Detroit Area	Congregation Shir Tikvah

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State	Urban Area	Nonprofit Organization
Michigan	Detroit Area	Friendship Circle
Michigan	Detroit Area	Jewish Community Center of Greater Ann Arbor
Michigan	Detroit Area	Jewish Vocational Service and Community Workshop
Michigan	Detroit Area	Oholei Yosef Yitzchok Lubavitch
Michigan	Detroit Area	Yeshiva Beth Yuhudah
Michigan	Detroit Area	Young Israel of Oak Park
Michigan Total		
Minnesota	Twin Cities Area	Bais Yisroel Congregation
Minnesota Total		
Missouri	Kansas City Area	Kehilath Israel Synagogue
Missouri	Kansas City Area	Midwest Center for Holocaust Education
Missouri	St. Louis Area	Agudas Israel Synagogue
Missouri	St. Louis Area	Jewish Federation of St. Louis
Missouri	St. Louis Area	St. John's Mercy Medical Center
Missouri Total		
Nevada	Las Vegas Area	Chabad of Southern Nevada
Nevada Total		
New Jersey	Jersey City/Newark Area	Beth Medrash Govoha of America
New Jersey	Jersey City/Newark Area	B'nai Shalom Jewish Center
New Jersey	Jersey City/Newark Area	Congregation Ahavas Achim
New Jersey	Jersey City/Newark Area	Jewish Center of Teaneck
New Jersey	Jersey City/Newark Area	Jewish Community Center on the Palisades
New Jersey	Jersey City/Newark Area	Jewish Family Service, Inc.
New Jersey	Jersey City/Newark Area	Lubavitch Center of Essex County
New Jersey	Jersey City/Newark Area	Moriah School of Englewood
New Jersey	Jersey City/Newark Area	Roxbury Reform Temple
New Jersey	Jersey City/Newark Area	St. Peter's Healthcare System
New Jersey	Jersey City/Newark Area	Temple Beth El of Northern Valley
New Jersey	Jersey City/Newark Area	Temple Emanu-El
New Jersey	Jersey City/Newark Area	Temple Emanuel of Pascack Valley
New Jersey	Jersey City/Newark Area	Temple Israel
New Jersey	Jersey City/Newark Area	Temple Sholom
New Jersey	Jersey City/Newark Area	Torah Academy of Bergen County
New Jersey	Jersey City/Newark Area	UJA Federation of Northern NJ
New Jersey	Jersey City/Newark Area	Yeshiva of North Jersey
New Jersey	Jersey City/Newark Area	Yeshivat Noam
New Jersey	Jersey City/Newark Area	YM-YWHA of Union County, Inc.
New Jersey Total		
New York	Albany Area	Bet Shraga Hebrew Academy of the Capital District
New York	Buffalo Area	Mount Saint Mary's Hospital
New York	New York City Area	American Jewish Committee
New York	New York City Area	Bais Sarah Cong. Machne Chaim
New York	New York City Area	Bais Yaakov Faigeh Schonberger of Adas Yereim
New York	New York City Area	Bay Ridge Jewish Center
New York	New York City Area	Be'er HaGolah Institutes
New York	New York City Area	Beth Gavriel Bukharian Congregation
New York	New York City Area	Bnai Brith Hillel Foundation of Queens College
New York	New York City Area	Bronx House
New York	New York City Area	Center for Jewish History
New York	New York City Area	Chabad Lubavitch Center

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State	Urban Area	Nonprofit Organization
New York	New York City Area	Chabad of Northeastern Queens Inc.
New York	New York City Area	Chabad of Port Washington
New York	New York City Area	Children's Center for Early Learning, Inc.
New York	New York City Area	Congregation Anshei Shalom
New York	New York City Area	Congregation Beth Sholom Inc. Lawrence, NY
New York	New York City Area	Congregation B'nai Israel
New York	New York City Area	Congregation B'nai Israel of Staten Island
New York	New York City Area	Congregation Khal Adas Krasna
New York	New York City Area	Congregation Khal Chasidei Skwere
New York	New York City Area	Congregation Lubavitch of Long Island
New York	New York City Area	Congregation Ohr Menachem
New York	New York City Area	Congregation Yeshiva Ohr Hameir
New York	New York City Area	Conservative Synagogue Adath Israel of Riverdale
New York	New York City Area	East Flatbush Religious aka Bnos Yisroel Girls School
New York	New York City Area	East Midwood Jewish Center, Inc.
New York	New York City Area	Friends of Midreshet Shalhevet High School for Girls
New York	New York City Area	Gan Miriam
New York	New York City Area	Grace Reformed Baptist Church of Long Island
New York	New York City Area	Ha or Beacon School
New York	New York City Area	Hebrew Academy of the Five Towns and Rockaway
New York	New York City Area	Hewlett East Rockaway Jewish Centre
New York	New York City Area	Hillcrest Jewish Center
New York	New York City Area	Hychel Hatorah of Williamsburg
New York	New York City Area	Jewish Community Center of Staten Island
New York	New York City Area	Jewish Institute of Queens
New York	New York City Area	Kehilath Yakov Rabbinical Seminary
New York	New York City Area	Knesseth Bais Yaakov
New York	New York City Area	Kulanu Torah Academy
New York	New York City Area	Lutheran HealthCare
New York	New York City Area	Machon Bais Yaakov
New York	New York City Area	Magen David Yeshivah
New York	New York City Area	Maimonides Medical Center
New York	New York City Area	Merkaz - The Center, Inc.
New York	New York City Area	Mesivta of Long Beach
New York	New York City Area	Mesivta Sholom Shachna
New York	New York City Area	Mesivta Yeshiva Rabbi Chaim Berlin
New York	New York City Area	Mesivtah Eitz Chaim, Inc.
New York	New York City Area	Mirrer Yeshiva Central Institute
New York	New York City Area	New York Methodist Hospital
New York	New York City Area	North Shore - Long Island Jewish Health System Corporate Security
New York	New York City Area	Ohr Torah
New York	New York City Area	Parker Jewish Institute for Health Care and Rehabilitation
New York	New York City Area	Ramaz School
New York	New York City Area	Rambam Mesivta High School
New York	New York City Area	Rego Park Jewish Center
New York	New York City Area	Riverdale Jewish Center
New York	New York City Area	Riverdale Temple
New York	New York City Area	Salanter Akiba Riverdale Academy
New York	New York City Area	Sephardic Lebanese Congregation
New York	New York City Area	Sid Jacobson Jewish Community Center

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State	Urban Area	Nonprofit Organization
New York	New York City Area	Solomon Schechter School of Westchester
New York	New York City Area	Staten Island Chabad Israeli Center
New York	New York City Area	Stein Yeshiva of Lincoln Park
New York	New York City Area	Talmud Torah of Flatbush
New York	New York City Area	Temple Or Elohim
New York	New York City Area	The Cheder
New York	New York City Area	The Hebrew Home for the Aged at Riverdale
New York	New York City Area	Yeled vYalda Early Childhood Center
New York	New York City Area	Yeshiva and Mesivta Toras Chaim of Greater NY at South Shore Inc.
New York	New York City Area	Yeshiva Ketana of Manhattan
New York	New York City Area	Yeshiva Mesivta Vayoe! Moshe
New York	New York City Area	Yeshiva of Kings Bay
New York	New York City Area	Yeshiva Ohavei Torah of Riverdale
New York	New York City Area	Yeshiva University
New York	New York City Area	YM & YWHA of Washington Heights and Inwood, Inc.
New York	New York City Area	Young Israel of Great Neck
New York	New York City Area	Young Israel of Hewlett
New York	New York City Area	Young Israel of Hillcrest
New York	New York City Area	Young Israel of Oceanside
New York	New York City Area	Young Israel of Staten Island
New York	Rochester Area	Chabad Lubavitch of Rochester
New York Total		
Ohio	Cleveland Area	Young Israel of Greater Cleveland
Ohio Total		
Oklahoma	Tulsa Area	Jewish Federation of Tulsa
Oklahoma Total		
Oregon	Portland Area	Oregon Jewish Museum
Oregon Total		
Pennsylvania	Philadelphia Area	Philadelphia Schwartz Campus - The JFGP
Pennsylvania	Philadelphia Area	The Germantown Jewish Center
Pennsylvania	Pittsburgh Area	Beth El Congregation of the South Hills
Pennsylvania	Pittsburgh Area	Yeshivath Achei Tmimim of Pittsburgh
Pennsylvania Total		
Tennessee	Memphis Area	Margolin Hebrew Academy/Feinstone Yeshiva of the South
Tennessee	Nashville Area	Akiva School
Tennessee Total		
Texas	Austin Area	Jewish Community Association of Austin
Texas	Dallas/Fort Worth/Arlington Area	Jewish Community Center of Dallas
Texas	El Paso Area	Congregation Mount Sinai
Texas	Houston Area	Congregation Beth Jacob
Texas	Houston Area	Congregation Beth Yeshurun
Texas	Houston Area	Holocaust Museum Houston
Texas	Houston Area	Texas Friends of Chabad Lubavitch, Inc.
Texas	Houston Area	The Shlenker School
Texas	Houston Area	United Orthodox Synagogue
Texas	San Antonio Area	Chabad Lubavitch of South Texas
Texas Total		
Utah	Salt Lake City Area	I.J. & Jeanné Wagner Jewish Community Center
Utah Total		
Virginia	Norfolk Area	Beth Chaverim the Reform Congregation of Virginia Beach

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NOTE: Specific dollar amounts allocated to each of the selected nonprofit organizations are provided to the State. The allocated amounts are subject to change based upon the States to leverage up to 5% of the award for management and administration purposes, in accordance with the grant program guidance.

State	Urban Area	Nonprofit Organization
Virginia	Norfolk Area	Chabad Lubavitch of Tidewater, Inc.
Virginia Total		
Washington	Seattle Area	Herzl-Ner Tamid
Washington	Seattle Area	Jewish Family Service
Washington	Seattle Area	Jewish Federation
Washington	Seattle Area	Sephardic Bikur Holim
Washington	Seattle Area	Temple De Hirsch Sinai
Washington Total		
Wisconsin	Milwaukee Area	Lubavitch of Wisconsin
Wisconsin Total		

Table 9: FY 2010 Regional Catastrophic Preparedness Grant Program (RCPGP) Allocations

Tier	RCPGP Site	Associated Urban Area	FY 2010 Allocation
I	Bay Area	Bay Urban Area	\$3,570,000
	Boston Area	Boston Urban Area	\$3,570,000
	Chicago Area	Chicago Urban Area	\$3,570,000
	Houston Area	Houston Urban Area	\$3,570,000
	Los Angeles/ Long Beach Area	Los Angeles / Long Beach Urban Area	\$3,570,000
	National Capital Region	National Capital Region Urban Area	\$3,570,000
	New York City/ Northern New Jersey Area	New York City Urban Area	\$3,570,000
		Jersey City / Newark Urban Area	\$3,570,000
II	Honolulu Area	Honolulu Urban Area	\$1,680,000
	Norfolk Area	Norfolk Urban Area	\$1,680,000
	Seattle Area	Seattle Urban Area	\$1,680,000
Total			\$38,600,000

EMA → 631,135