MEETING DATE:
Tuesday, February 27, 2018

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve the purchase of Motorola communications equipment to upgrade interoperability with PSEC during response to a disaster or large-scale emergency, without seeking competitive bids; Approval of Communication System Agreement with Motorola Solutions, Inc. Districts: All, [$901,322 total]; [$52,500 annually]; [22% Federal Funds, 78% EMS Funds]; [4/5 vote required]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the purchase of Motorola communications equipment for Riverside County Medical/Health Communications Center, and Approve the Communication System Agreement with Motorola Solutions, Inc. substantially to the attached form ("Agreement"), including equipment installation, license rights, extended maintenance and system upgrade services agreement for the period of December 1, 2017 – June 30, 2028, for the amount of $901,322, without seeking competitive bids; and

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign the Agreement and any amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10%.

3. Approve and direct the Auditor-Controller to make budget adjustments as outlined in the attached Schedule A.
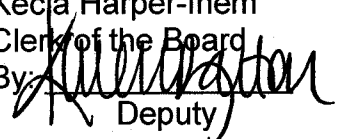
ACTION:

Bruce Barton, EMD Director   2/13/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 27, 2018
xc: EMD, Purchasing, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 413,275	$ 45,479	$ 901,322	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: 22% PHEP Grant Funds and 78% EMS Funds	Budget Adjustment: Yes
	For Fiscal Year(s): 17/18-27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County EMS Agency (REMSA) is seeking approval to purchase from Motorola to upgrade aging communications equipment located in the Riverside County Medical and Health Communications Center (MH COMM). In 2014, the Riverside County Emergency Medical Services Agency (REMSA) migrated to PSEC from the legacy County EDACS system to allow for better interoperability among the various public safety and health care partners. Per PSEC, Motorola provides the only approved console platform to interface with the PSEC system.

Impact on Residents and Businesses

Upgrading equipment compatible with the PSEC system will provide improved interoperability between public safety agencies during emergencies and disasters. Residents and businesses will benefit from a faster, better coordinated response.

SUPPLEMENTAL:

Additional Fiscal Information

The current fiscal year cost of $413,275 includes equipment, installation, sales tax, and freight. A system discount of $42,000 was included in the quote. The Schedule A is necessary to transfer Public Health Emergency Preparedness Grant funds to REMSA for the initial purchase. Years 2-11 include an extended maintenance and system upgrade agreement to keep the system current and secure, and will be funded with EMS funds.

Yearly costs are as follows:

Fiscal Year	Description	Cost
FY 17/18	Equipment, installation	$413,275
FY 18/19	Extended Maintenance and SUA II – Yr 2	$45,479
FY 19/20	Year 3	$46,161
FY 20/21	Year 4	$46,863

FY 21/22	Year 5	$47,585
FY 22/23	Year 6	$48,330
FY 23/24	Year 7	$49,097
FY 24/25	Year 8	$49,888
FY 25/26	Year 9	$50,701
FY 26/27	Year 10	$51,540
FY 27/28	Year 11	$52,403
	Total	**$901,322**

ATTACHMENT(S)
1. Schedule A – Budget Adjustment
2. Sole Source Justification #18-138
3. REMSA MCC7100 Dispatch Consoles Communication System Agreement (111 pages)
4. Letter from RCIT – Motorola supports PSEC exclusively

FY 2017-2018
Schedule A

Fund	Deptid	Account	Account Description	Amount

Emergency Management Department

Decrease Appropriations

21800	2000100000	546060	Equipment-Communications	(200,000)
	Total Decrease in Appropriations			**(200,000)**

Increase Appropriations

21800	2000100000	537080	Interfnd Exp-Miscellaneous	200,000
	Total Increase in Appropriations			**200,000**

			Total	$ -

Increase Appropriations
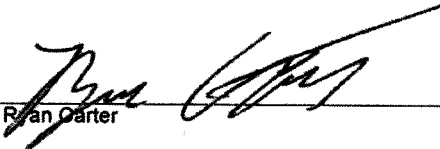
10000	2000100000	546060	Equipment-Communications	200,000
	Total Increase in Appropriations			200,000

Increase Estimated Revenue

10000	2000100000	778200	Interfnd -Miscellaneous	(200,000)
	Total Increase in Estimated Revenue			(200,000)
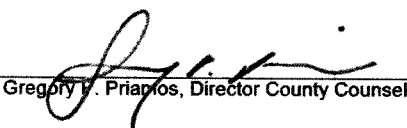
Total $ -

Ryan Carter   2/21/2018   Teresa Summers, Director of Purchasing   2/14/2018

Gregory P. Priamos, Director County Counsel   2/19/2018   Dave Rogers, Chief Information Officer   2/15/2018

REMSA MCC 7100 DISPATCH CONSOLES

MOTOROLA

TABLE OF CONTENTS

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Motorola Solutions Confidential Restricted   *Table of Contents   i*

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Table of Contents   ii

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Table of Contents   iii

Section 8

Section 9

Section 10

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Motorola Solutions Confidential Restricted   *Table of Contents iv*

SYSTEM DESCRIPTION

SYSTEM OVERVIEW

Motorola is pleased to provide the Riverside County Emergency Management Services Agency (REMSA) with a proposal for MCC 7100 dispatch consoles to replace their existing MIP 5000 consoles. Motorola's proposed dispatch solution includes four (4) MCC 7100, two (2) site gateways, two (2) site switches, two (2) enhanced conventional channel and one (1) conventional site controller. A high level block diagram is shown below in Figure 1-1.

The design leverages utilizing the County of Riverside Public Safety Enterprise Communication (PSEC) P25 system. The REMSA Dispatch site will connect to both the primary master site located at Alessandro and the backup master site located at Blythe. REMSA will provide T1 connectivity to both the primary master site and backup master site locations. There will be no Genesis SP applications on these consoles.

REMSA DISPATCH
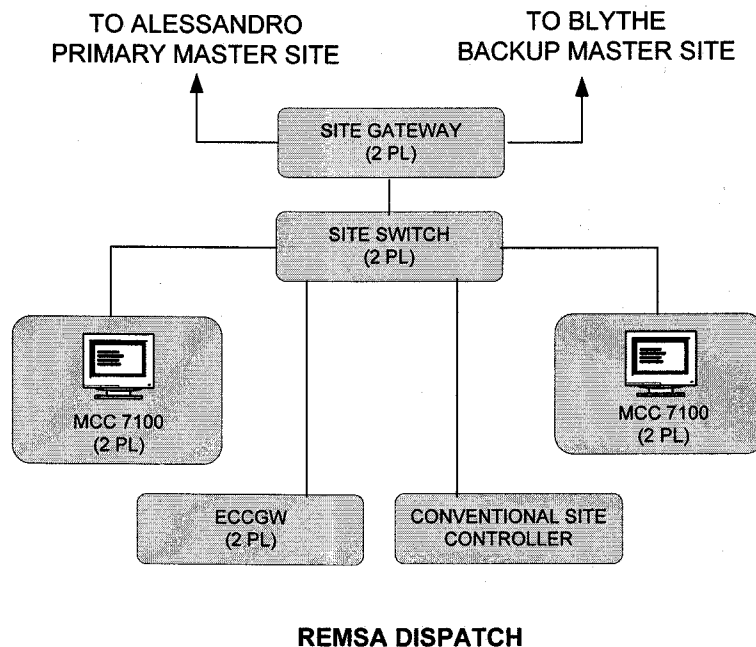
Figure1-1: High Level Block Diagram

The REMSA console system will be a standalone voice system in which SP interface, non-integrated features, and CAD 9-1-1 are not included. Customer programming software (CPS), flash upgrades, and services to re-program subscribers have not been included in this design.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

System Description   1-1

MCC 7100 SOLUTION OVERVIEW

Motorola's proposed dispatch solution for REMSA is our MCC 7100 Dispatch Console, offering IP-based seamless connectivity between REMSA dispatch operators and field personnel.

The MCC 7100 Dispatch Console will provide REMSA with a scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

Cost Savings and Ease of Use

The MCC 7100consoles are designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7100 consoles include the following:

- The intuitive, easy-to-use Graphical User Interface (GUI) **enhances dispatchers' efficiency and accuracy**.
- Console **configuration is performed at centralized Network Management clients**, and **changes are automatically distributed**, which saves valuable technician and administrator time.
- Offers **robust service logs that contain real-time information** to facilitate maintenance activities.
- Consoles within the ASTRO 25 dispatch site are **integrated into the ASTRO 25 fault management system**, which uses industry-standard event monitoring protocols, resulting in fewer dispatch site visits.
- **Flexible bandwidth requirements** minimize operating costs for remote console sites.
- **Conventional audio can be transported over the IP network**, which eliminates the need for channel banks or a separate circuit-switched network.
- A tiered licensing model offers a **scalable approach to audio capacity needs**.

THE MCC 7100 DISPATCH EXPERIENCE

The MCC consoles offer REMSA state-of-the-art communications, console management and configuration functionality, dispatch operation , and communications security.

The proposed system also offers REMSA the capability to maintain both audio and data recording of the calls made on the communications system.

1.1.1 Interoperability Features

ASTRO 25 is specifically designed around APCO P25 standards. All voice messages are digitized, all Land Mobile Radio (LMR) system features are compliant with P25 standards, and the system uses the P25-defined, 9600-bps control channel format for all control channel commands. As part of ongoing enhancements to this solution, Motorola has joined and actively participated in the P25 interoperability committee to ensure continuously improving interoperability with the radios of other P25 vendors. ASTRO 25 is also fully Common Air Interface (CAI) compliant.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

System Description   1-2

MUTUAL AID INTEROPERABILITY OFFERS FLEXIBILITY AND FUTURE EXPANSION.

Motorola can use multiple customer-furnished interoperability radios to install, configure, and make operational the necessary hardware and software to provide two-way communications between the MCC 7000 series consoles and Mutual Aid channels.

As shown in Figure 1-2, interoperable communications can be provided through a dispatcher-initiated interface (patch) to the Mutual Aid radios. The Motorola Conventional Channel Gateway (CCGW) forms the bridge between the MCC7100 dispatch console on the ASTRO 25 radio network and the Mutual Aid radios. This allows the dispatcher to patch together Mutual Aid radios and required subscribers on the ASTRO 25 system as situations dictate. Each GGM 8000-based CCGW can connect with up to four analog or V.24 ports, and 10 IP-based Mutual Aid channels. The high density GGM 8000-based CCGW can connect with up to eight analog and eight V.24 ports, plus 10 IP-based Mutual Aid channels. Multiple CCGWs can be installed per site to support Mutual Aid radios for seamless communications with various agencies. CCGWs can be placed at any RF or console site allowing flexibility of connecting to the MCC 7100 consoles. CCGW interfaces can be installed at any location as long as there is network connectivity back to the Zone Core. Additional CCGWs can easily be added anywhere on the LMR IP network as Mutual Aid requirements change.

As an incident occurs, local Mutual Aid agencies can initiate a radio conversation to an MCC 7000 series dispatch location via a programmed channel. By selecting an icon on the console monitor, the dispatcher can initiate a patch to an RF channel for first responders as necessary. Incident conversations will be seamless from the moment of the patch initiation, and can be recorded like any talk group conversation within the LMR network. The dispatcher will also be able to take part in and monitor conversations for the duration of the incident, as necessary.
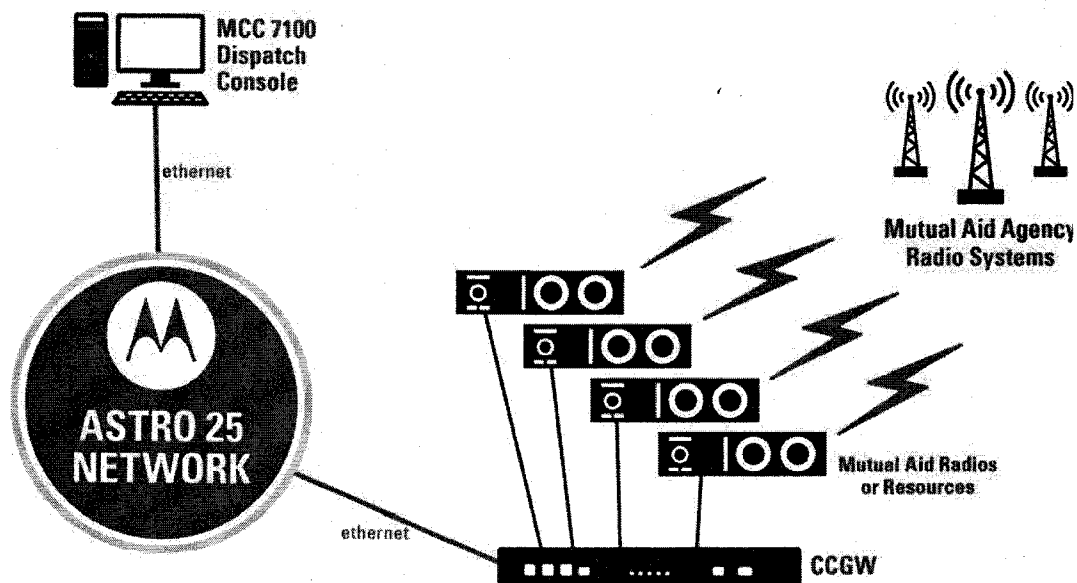
Figure 0-2: Mutual Aid Components

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

System Description   1-3

1.1.1.1 Integration with the ASTRO 25 Network

THE MCC 7000 SERIES CONSOLES' IMPROVED USE OF BANDWIDTH ENSURES THAT EMERGENCY CALLS WILL MAKE IT THROUGH TO THE DISPATCH OPERATOR, REGARDLESS OF SYSTEM TRAFFIC.

The MCC 7100 IP Dispatch Console will be seamlessly integrated into County of Riverside PSEC ASTRO 25 system, without interface boxes or backroom electronics, for an integrated mission critical network. This tight union between radio infrastructure and dispatch console equipment has several operational benefits to REMSA.

This modular IP approach substantially reduces the amount of space needed for backroom electronics. All dispatch activity is performed over IP. The physical space needed to accommodate the MCC 7100 console position is comparable to that required for a personal computer.

Table 0-1 outlines the benefits of the MCC 7100's seamless integration to the ASTRO 25 network.

Table 0-1: Benefits of Seamless Integration of the MCC 7100 IP Console with the ASTRO 25 Network

Feature	Benefit to REMSA
Tight coordination between the IP network and IP console eliminates the potential for audio degradation.	Subscribers and console operators will be able to communicate without loss of information.
Emergency calls are prioritized for successful delivery regardless of network traffic.	Console operators will always be able to hear emergency calls from users in the field.
Inherent access to all system resources within the network provides dispatch priority to reach any user when needed.	Console operators will always be able to reach out to users in the field.
Rapid call set up times and quality of service, regardless of the size of the system.	The ability to scale the system to handle future capacity, while maintaining efficient dispatch operations.
True end-to-end encryption capable from the subscriber to the console operator position, enhancing operational security	Assurance that sensitive, private communications will remain secure, from the user in the field to the console dispatch operator.
Improved bandwidth efficiencies reduce transport costs.	Ongoing cost savings for REMSA

1.1.1.2 Connection to ASTRO 25 System

Details on the connectivity between the MCC 7100 dispatch console and the ASTRO 25 system are described below.

Dual Site Link

The MCC 7100 console site for REMSA is remote from the core site and is provided with redundant site gateways to provide path diversity. The console site has two logical connections to the core sites with each connection using a different core router. Each console site gateway provides an interface

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

System Description   1-4

that handles all of the IP Network Management traffic between the MCC 7100 dispatch center and the County of Riverside PSEC ASTRO 25 system's core sites. The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium. REMSA is responsible for providing site links to the primary masters site at Alessandro and backup master site at Blythe.

LAN Switch

The site LAN switch provides LAN interfaces for dispatch site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

The MCC 7100 consoles included in the proposal will be deployed in a console site inside the ASTRO 25 Radio Network Infrastructure (RNI).

1.1.2   Console Operations

The MCC 7100 dispatch console is designed to provide mission-critical audio between the dispatch console and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, minimizing voice queuing, and transmitting calls in 450 milliseconds or less.

Using robust error mitigation to maintain call quality, even when the system is heavily loaded, the MCC 7100 console reduces communication errors that may force dispatch console operators to repeat their transmissions.

1.1.2.1   Dispatch Interface

The MCC 7100 console's graphical user interface (GUI) optimizes user efficiency. It is designed to display the maximum number of resources a dispatch operator is able to easily view and control. REMSA can customize the MCC 7100 GUI by agency or by individual user to meet their dynamic needs and requirements.

EASY TO USE, FLEXIBLE, AND CUSTOMIZABLE USER INTERFACE

Elite Dispatch Graphical User Interface

For new users, the graphical icons and customization options make the MCC console GUI easy to learn and operate.

An example of the MCC 7100 GUI is shown in Figure 1-3.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

System Description   1-5
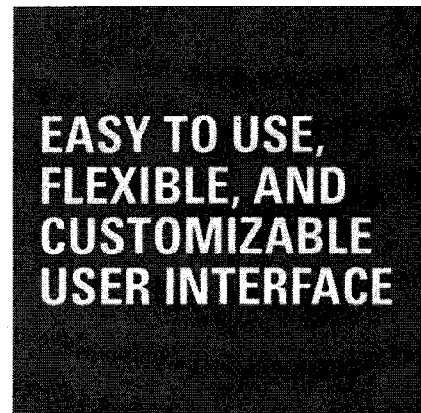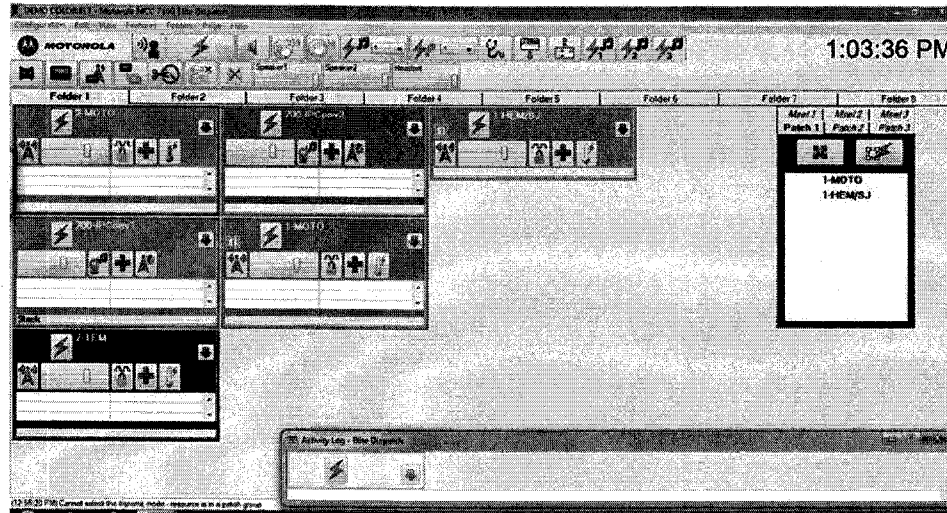
Figure 0-3: The MCC 7100 GUI delivers critical real-time information to the console operator when and where it is needed.

Based on operator preference, the MCC 7100 GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis. Various controls can be highlighted, such as patch status, frequency select, coded/clear select, and individual volume control. Per-channel controls can be fully or partially shown, or hidden to save space on the screen. Busy dispatch operators can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of auxiliary inputs and outputs can be conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

1.1.2.2   Standard Radio Transmission and Reception

A typical MCC 7100 console has two speakers, one for selected audio and the second for all remaining unselected audio. Additional speakers can be added to the console, allowing dispatch operators to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources, allowing flexibility in the way the audio is presented to the dispatch operator. The MCC 7100 dispatch console quoted herein includes four (4) speakers in the design.

Receiving Calls from the Field and Other Dispatch Operators

Dispatch operators have great flexibility as to how to hear calls from field radio users and other dispatch operators. Each console dispatch operator can define his or her own audio reception profile. They can select a single conventional audio source to be heard on a selected speaker ("Single Select"). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker ("Multi-Select").

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

System Description   1-6

Initiating Calls to the Field and Other Dispatch Operators

The dispatch operator has several different ways of initiating a call. In most circumstances, a "General Transmit" is appropriate. With the general transmit, the dispatch operator selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button.

If the dispatch operator needs to quickly transmit on a resource, they use the "Instant Transmit" function, which activates the resource regardless of whether it is selected. To prevent accidental activation of "Instant Transmit," it can be limited through an "Instant Transmit Safety Switch," which must be pressed prior to activation of "Instant Transmit."

Making Calls to the Field and Other Dispatch Operators

Dispatch operators can transmit audio in different ways, depending on who they need to speak with and how important the communications are. Essentially, they can make calls to all users listening to a specific conventional radio resource. When multiple resources are required, the operator can select additional conventional channels as needed for the call using the multi-select feature.

The MCC 7100 console enables dispatch operators to make private calls to individual field radio users or dispatch operators. Once this private call is established, it can be patched in with another resource at the dispatch operator's discretion.

Controlling Console Audio

The MCC 7100 consoles offer the operators several different ways of controlling or muting the audio on their consoles. The operators can change the audio volume of any specific resource routed to a selected speaker and, if they desire, can mute and un-mute all non-selected resources on the console ("All Mute") for 30 seconds.

The console enables the dispatcher to transmit on a resource while receiving audio from other resources. It also can prevent acoustic feedback when a co-located operator position transmits by muting the transmitting operator position's audio on a shared resource.

Controlling Network Audio

Dispatch operators can control the audio on the ASTRO 25 network. Using the console, the operator can enable or disable radio users in order to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch console.

1.1.2.3 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the MCC 7100 console facilitates immediate prioritization and resolution of emergency communications between REMSA Dispatch and first responders in the field. This enables dispatch operators and first responders to focus on their mission, not their equipment—especially during critical situations.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

System Description 1-7

When a field user or another dispatch operator initiates an emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The operator can then "recognize" the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed ("Emergency Recognize"). The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm ("Mute Tones at a Single Op"). When an emergency is over, the dispatch console user can end the Emergency Alarm. The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

Emergency Alarms

The MCC 7100 dispatch console is capable of monitoring radio subscribers for user initiated emergency activations. On subscriber radios that are equipped and programmed to transmit an emergency alarm, the MCC 7100 console detects that this emergency has occurred and displays the emergency on operator positions that are preprogrammed to receive the emergency notification.

Operator positions can be programmed to either receive the emergency or to completely ignore it. In the event of an emergency condition from a radio user, all programmed consoles will give both an audible and visual indication of the event. The dispatch operator can then silence the emergency leaving the visual indication on the screen indicating information on the initiating radio allowing the call to be handled and dispatched appropriately.

Once an emergency is received all programmed operator positions will give the audible and visual indication of the event. Any one of these operator positions has the ability to silence the emergency at only their position or for all operator positions on the system.

In the event that all channels are busy at the RF site receiving the emergency, that event is automatically given a Priority Level 1. This is the highest priority possible, putting the emergency call at the top of any busy queue. The emergency call will be given the next available voice channel at that site bumping all non-emergency calls in the queue.

Receiving an Emergency Call

When a field user or another dispatch operator initiates an emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The audible indication works to alert the dispatch operator that an emergency is underway; the visual indication directs the dispatch operator's attention to the specific resource on which the emergency call is being made. The dispatch operator can immediately reserve a voice channel for the duration of the emergency.

The audible indication for an emergency is generated at the maximum level of the received audio, regardless of what volume the console has set that resource to. This is to ensure that the console operator does not miss the call. When the emergency call has been acknowledged, the volume for that resource is returned to its previous level.

Responding to an Emergency Call

When a console operator wishes to respond to an emergency call, they can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call ("Auto-Open of Quick List"). The operator can then "recognize" the emergency call, which ends the audible emergency

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

System Description 1-8

indication and notifies all console operators that the emergency is being addressed ("Emergency Recognize").

The audible emergency indication may also be muted by a console operator, without recognizing the emergency alarm ("Mute Tones at a Single Op"). This would be used in a situation where one agency is monitoring a channel that belongs to another agency. If an emergency alarm comes in on the second agency's channel, the first agency could mute the tones at their dispatch consoles without having to wait for the second agency to recognize it.

Ending an Emergency Call

When an emergency is over, the dispatch console user can end the Emergency Alarm. The visual indication on the console GUI is removed, and the console informs the other operator positions that the emergency is over ("Emergency End/Knockdown").

The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.1.2.4   Radio Patch Control

MCC 7100 console users can patch communication between radio users that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group. The MCC 7100 supports a maximum of four active patch groups.

Setting up a Standard Patch

A dispatch operator can set up a standard patch between conventional RF and other audio resources. After the patch is created, the dispatch console transmits all audio on one resource to all other resources in the patch group.

Patched radio users see the ID or alias of the other patched radio(s) on trunking resources, as opposed to that of the console, provided that the radio subscriber is capable of displaying IDs. This minimizes confusion and the need for the dispatch operator to intervene in the call. Patches are automatically re-established if interrupted so the MCC 7100 user can concentrate on continuing operations.

Pre-Defined Patches

Patches can also be pre-defined, and be automatically re-initiated each time a dispatch console computer is restarted ("Patch Auto-Start").

Using Multi-Select

The Multi-Select feature allows a dispatch console to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while it is open or closed.

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Motorola Solutions Confidential Restricted   System Description   1-9

The Multi-Select feature:

- Selects multiple resources simultaneously.
- Defines and stores groups of resources so that multiple resources can be conveniently selected and deselected.

1.1.2.5   Call Management and Control

Automatic Prioritization of Calls

Calls on the MCC 7100 console are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, will take priority over general or patch transmissions.

Multiple dispatch console operators can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system, each with their own primary supervisor.

Console supervisors have the capability to disable and enable operator console functionality as necessary.

Standard Call Indications

The MCC 7100console indicates the availability of any given resource, whether or not it is being transmitted on at the moment. It will also give an inbound call indication that provides the console operator with a visual cue of audio activity on a radio resource. This functionality makes it easy for an operator to see at a glance what the status of a resource is at any moment.

Resource Identification

To identify a resource, the console reads its unit ID, a string of digits that uniquely represent that resource. The console makes it easy for operators to read unit IDs by replacing them with user-friendly 16-character aliases. These aliases, which are defined during the configuration of the console system, can replace the unit IDs of the following resources:

- Conventional Channel Resource.
- Conventional Channel Frequency Selection Control.
- Conventional Channel PL Selection Control.
- Unit ID.

The unit ID can appear in a received call stack, the three-line display, the resource header, and the activity log window. The unit ID of a parallel dispatch console is also displayed on the dispatch console when the parallel dispatch console transmits on ASTRO 25 conventional radio resources which are common to both consoles.

Call Alerting

When an operator needs to reach a radio user or dispatch operator and they are not near their radio or console, the dispatch operator can "page" the unattended radio or console through a series of beeps and an indication of the sender's ID. When the radio user or dispatch operator becomes available, they will see the unit ID of the calling dispatch operator's console or radio ID, and be able to return the call. Additionally, a Call Alert can be used to trigger an activity. For instance, a Call Alert may

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

System Description   1-10

cause a vehicle's horn to sound and its lights to flash. The console operator can even send a call alert to a user who is involved in voice and data communications over the network.

Long Term Logging Port

Long term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch console. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch console.

The long term logging port allows an external logging recorder to be connected to a dispatch console. The audio that appears on this output is configurable, but is typically the audio that was transmitted and/or received at that dispatch console.

The long term logging port can be configured to log any combination of the audio sources listed below:

- Audio received from the currently selected radio resources (note that the level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack).
- Microphone audio being transmitted to the currently selected radio resources by this dispatch console user.
- Microphone audio being transmitted to unselected radio resources by this dispatch console user.
- Any tones generated by the dispatch console that appear in its speakers (trunking tones, emergency tones, etc.).
- Tones generated by an external paging encoder.

Note that this output may be used with an instant recall recorder, as well as a long-term logging recorder.

MCC 7100 DISPATCH CONSOLE COMPONENT DESCRIPTION

This section discusses the various components that make up the proposed MCC 7100 Dispatch Console system. These components are connected together and to the rest of the ASTRO 25 system on an IP network via console site routers and switches. The MCC 7100 Dispatch Console functions as an integrated component of the total radio system, fully participating in system level features .

Components described below are included in this system design.

1.1.3   Operator Position Components

MCC 7100 operator positions connect directly to the radio system's IP transport network. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics. The following sections describe the MCC 7100 components.

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MCC 7100 Dispatch Console

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System Description   1-11

1.1.3.1 Personal Computer (PC)

The MCC 7100 Console is supported on a Motorola certified workstation running Microsoft Windows 7 OS (64 bit). These workstations are available through Motorola

1.1.3.2 MCC 7100 Operator Accessories

The MCC 7100 Dispatch Console also supports commercially available accessories. These accessories: USB connected Microphone, USB Headset, and USB Footswitch have been tested for reliable performance with high quality audio.

The USB Audio Interface Module (AIM) is an external device that you connect to the MCC 7100 Dispatch Console. It functions as an interface between analog devices and the console position and as a general-purpose input/output module. The USB Audio Interface Module supports audio routing between the dispatch operator and Motorola-standard peripherals. The USB AIM connects to the MCC 7100 Dispatch Console with a USB cable.

Audio Interface Module (AIM)
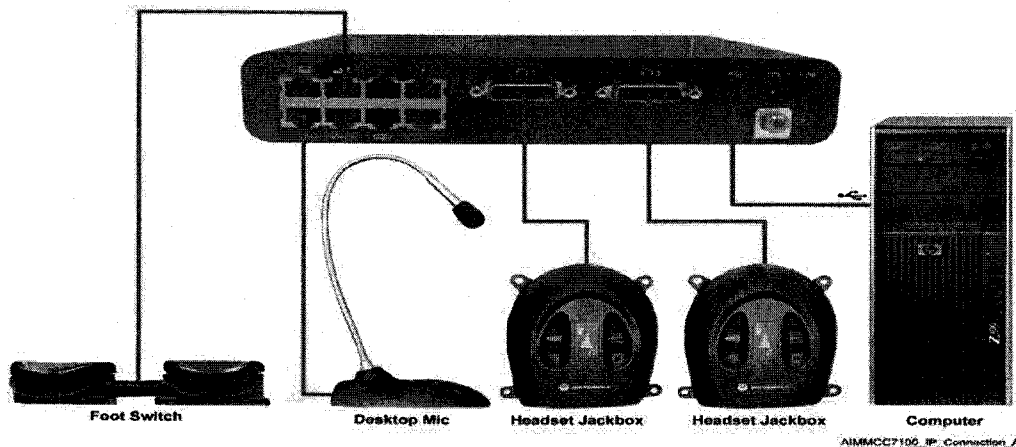
Figure 0-4: Audio Interface Module

The AIM supports standard Motorola operator accessories (Figure 1-4):
- Footswitch - USB Kinesis two pedal footswitch
- Desktop Gooseneck Microphone - USB SHURE Desktop Microphone
  - Desktop Microphone is a set of three parts: 12" neck Hyper, Angled Desktop Gooseneck Base, XLR to USB Adapter
  - The SHURE Microphone does not have PTT in the base. PTT is accomplished using the headset PTT, Mouse, Touch-screen or footswitch.
- Headset Base with PTT – Plantronics USB Headset base with PTT (limit one per console). Quick-disconnect top is ordered separately.
- USB Hub – Cables to Go 7-Port USB 2.0 Hub

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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System Description   1-12

1.1.4 Instant Recall Recorder (IRR)
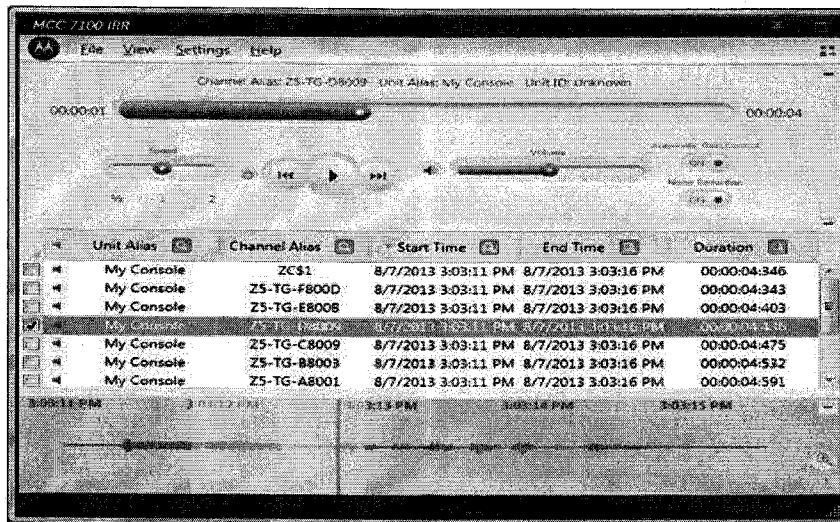
Figure 0-5: Sample IRR Screen Shot

The IRR allows a dispatch operator to record radio transmit and receive audio (Figure 1-5). Recorded calls include the following call types:

- Inbound audio from the currently selected channels;
- Outbound audio from the microphone to the selected channels;
- Outbound audio from the microphone to the selected channels;
- Tones generated by the dispatch console that appear in the speakers of the dispatch console

One IRR is required per console position. Features of the MCC 7100 IRR include:

- Save and forward audio files.
- Configurable storage of up to 4 GB.
- Automatic purge of the oldest record.
- Variable speed replay.

Note: The IRR records radio audio only, it does not record telephone audio.

1.1.5 Conventional Channel Gateway Equipment

Conventional Channel Gateways (CCGWs) are used to interface analog channels to the ASTRO 25 radio system infrastructure. CCGWs provide 4-wire analog interfaces for analog channels. The platform that is hosting a CCGW may be solely dedicated to that task or it may also be used as a console site router or an RF site router, provided the WAN link is not redundant. The REMSA will interface to thirteen (13) analog channels. The design includes two (2) high density enhanced CCGWs.

The enhanced GGM 8000-based CCGW is available for interfacing to conventional channels. The enhanced CCGW can support combinations of analog, MDC 1200, ACIM Link, digital and mixed mode channels simultaneously. Low density and high density versions of the enhanced CCGW are available. The proposed design includes high density CCGW.

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Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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System Description   1-13

- The high density version contains eight analog ports and eight V.24 ports plus an Ethernet port. Up to 16 conventional channels can be connected to the analog and V.24 ports. The 16 channels can be mixtures of analog, MDC 1200, ACIM Link, digital or mixed mode. In addition to the 16 channels connected to ports, up to 16 IP based channels can be supported. This brings the total number of channels supported on the high density version to 32.

Analog Configuration

The enhanced GGM 8000-based CCGW provides two sets of ports that are used with analog channels. One set (called the Analog Ports) contains the analog inputs and outputs for the channels along with a COR/Coded/Clear input and a PTT Relay output. The other set (called the Supplemental I/O Ports) contain analog logging recorder outputs and various inputs that can be used with the analog channel.

Each analog port contains the following inputs and outputs:

- **2-Wire Input/Output** – When the channel is configured for 2-wire operation, this input/output is used to send console transmit audio to the channel and to accept radio audio from the channel
- **4-Wire Input** – When the channel is configured for 4-wire operation, this input is used to accept radio audio from the channel.
- **COR or CIU Coded/Clear Input** – If the channel is configured for clear (non-secure) operation with COR (Carrier Operated Relay), then this input is used to accept the COR output from the channel. When used as a COR input, the input uses contact closure detection.
- **PTT Relay Output** – The PTT relay output provides a relay contact closure capable of supporting up to 1 Amp at 24 volts DC.
- **VOX and COR Operation** – A clear (non-secure) analog port must be configured to support either VOX or COR operation. The CCGW will not pass audio to the dispatch consoles or logging recorders unless there is an active VOX or COR condition.
- **LOBL (Line Operated Busy Light) Detectors** – The LOBL detector on the 2 or 4 wire inputs can be used to detect when a parallel non-MCC 7100 dispatch console is transmitting on the channel via tone remote control.
- **AGC, DLM and Fixed Gain Operation** – When configured for AGC operation, the gain of the audio input is constantly adjusted to provide a constant output level to the dispatch consoles and logging recorders. When configured for DLM operation, the gain of the audio input is constantly adjusted to provide a constant output level to the dispatch consoles and logging recorders. When configured for fixed gain operation, the gain of the audio input is fixed and does not change.

The enhanced GGM 8000-based CCGW provides four (low density version CCGW) or eight (high density version CCGW) ports containing supplemental I/Os which can be used to provide additional functionality on analog channels:

- **LOBL (Line Operated Busy Light) Input** – The LOBL input provides an alternative method to the software LOBL detector for detecting when a parallel non-MCC 7100 dispatch console is transmitting on an analog channel. This input can be configured for either voltage operation or contact closure operation.
- **High Speed Mute Input** – When the mute input is active, all audio at the configured audio input(s) will be muted.
- **Analog Logging Output** – The analog logging output provides 600 Ohm balanced analog audio consisting of the summed transmit and received audio from the channel connected to the paired analog port.

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Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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System Description 1-14

- **Coded/Clear Call Input** – The coded/clear call input provides certain legacy analog secure conventional channels a means of informing the MCC 7100 dispatch consoles about the mode (coded or clear) of a call.

V.24 Configuration

The enhanced GGM 8000-based CCGW provides four (low density version) or eight (high density version) V.24 ports to which ASTRO 25 conventional channels may be connected. The V.24 ports on the CCGW are connected to the V.24 ports on the base station or comparator. The V.24 ports are also used for the ACIM link connections to consolettes.

Mixed Mode Configuration

Both the low density and high density versions of the enhanced GGM 8000-based CCGW support mixed mode channels. These channels are shared between digital radio users and analog radio users. When a digital call is generated either by the MCC 7100console or a radio user, the V.24 port provides the digital voice path to and from the radio system. Mixed mode operation does not use an IP link for digital audio routing. For analog radio calls, the 2 or 4 wire ports provide the analog voice path, while the V.24 ports will provide control and signaling information for the channel.

IP Conventional Gateway

Both the low density and high density enhanced GGM 8000-based CCGWs can support up to 16 G-Series-based ASTRO 25 conventional channels via the radio system's IP network. The IP interface uses the same Ethernet cable that the enhanced CCGW uses for everything else. The 16 IP-connected channels are in addition to any analog or V.24 channels that may also be connected to the enhanced CCGW.

1.1.6   Conventional Site Controllers

The Conventional Site Controller is a GCP 8000 equipped with a single controller module. The conventional site controller allows dispatch console users to continue to access and control local conventional channels if connectivity to the master site is lost.

LOGGING RECORDER – OPTIONAL

Motorola has partnered with Verint to provide a highly-reliable, robust logging solution that is tailored to meet the demanding needs of the REMSA. A logging solution has been included as an option. A simplified diagram representing the optional solution concept is shown below.

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System Description   1-15
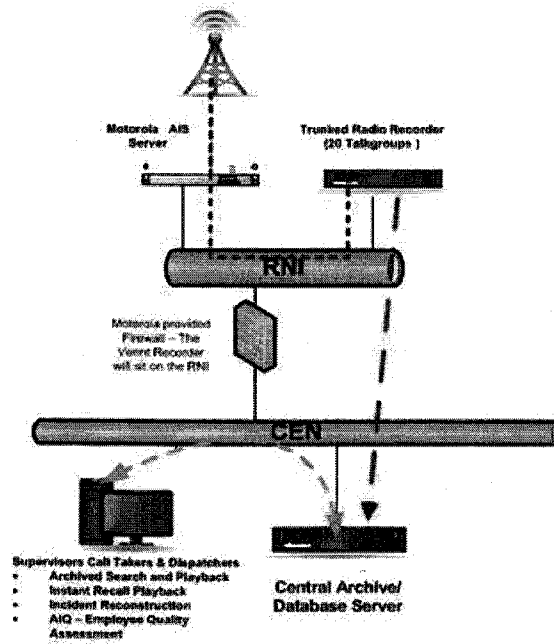
The Audiolog Trunked Logging Recorder (TLR) developed by Verint is fully integrated and a certified IP radio recording and replay solution for Motorola ASTRO 25 systems. The trunked logging recorder works in conjunction with the Archiving Interface Server (AIS) to provide a mission critical IP-based digital logging solution for ASTRO 25 systems. It provides a reliable and robust solution for customer audio recording requirements.

The Audiolog TLR is designed to record 20 talkgroups capture radio metadata with each recorded transmission. This metadata is provided by the Motorola Archive Interface Server (AIS) and includes such information as Radio ID, Radio Alias, Talkgroup ID and Talkgroup Alias. This will enable users to search and retrieve recorded radio communications based upon Talkgroup and/or Radio information.

1.1.7   Archiving Interface Server (AIS)

The Archiving Interface Server (AIS) provides an interface between the radio system and the IP logging recorder. This allows calls on the radio system to be recorded together with information associated with the calls. The user can configure the logging recorder to monitor and record a set of radio system resources (trunked or conventional). The AIS monitors those identified resources, passes call-control information to the logging sub-system via an API, and redirects audio for those monitored channels to the logging sub-system via the LAN. The logging recorder then records this information to its storage media.

POWER

No AC or DC power systems are included in this proposal.

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MCC 7100 Dispatch Console

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System Description   1-16

DESIGN ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal for REMSA.

- All existing sites or equipment locations will have sufficient space available for the system described.

- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.

- Where applicable, approved FCC licensing will be provided by REMSA.

- The proposal assumes new equipment will interface with an existing analog conventional RF infrastructure via 4-wire. Motorola demarcation will be the CCGW providing ports available via 4-wire for conventional channels. The V.24 will be for digital channels. V.24 plus 4-wire will be for mixed mode.

- The demarcation and interface points for all RF equipment will be located at the master site.

- Any site/location upgrades or modifications are the responsibility of REMSA.

- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of the REMSA.

- Motorola requires T1 site link connectivity for the dispatch site to both the primary master site at Alessandro and backup master site at Blythe. All site connectivity will be provided by REMSA.

- No AC or DC power system is included. REMSA is responsible for providing AC and/or DC power distribution for all Motorola provided equipment.

- Backup power is not included in this proposal. It is assumed that REMSA will provide AC power backup for all Motorola provided equipment.

- REMSA is responsible for providing open conduit space for Motorola to route and install CAT6, RF and ground cables.

- Any required system interconnections not specifically outlined here will be provided by the REMSA, including but not limited to dedicated phone circuits or microwave links.

- This proposal does not include any work effort for the fleet of subscriber radios on the system.

- Where necessary, REMSA will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.

Riverside County Emergency Management Department (EMD)
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MCC 7100 Dispatch Console

20 December 2017
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System Description   1-17

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AA	ENH: EXPAND 7.15
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
4	B1939	MCC 7100 IP Dispatch Position Main Model
4	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
4	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
4	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
4	CA02180AA	ADD: MCC 7100 SECURE OPERATION
4	CA02092AA	ADD: SOFTWARE AES, DES-OFB, ADP ENCRYPT KEY FILE MGMT
1	B1940	MCC 7100 DVD
4	DSTG221	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
4	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
4	CDN6673	CREATIVE LABS INSPIRE A60
4	DSM1ACT520USB	ALESIS 3IN ACTIVE USB SPEAKER PAIR
4	B1941	USB AUDIO INTERFACE MODULE
4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
8	B1913	MCC SERIES HEADSET JACK
4	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL
8	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
4	T7885	MCAFEE WINDOWS AV CLIENT
1	B1942	MCC7100 SOFTWARE LICENSING
4	UA00252AA	ADD: 20 CHANNEL SW LICENSE
4	UA00253AA	ADD: MCC 7100 INSTANT RECALL RECORDER LICENSE
2	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Equipment List 2-1

QTY	NOMENCLATURE	DESCRIPTION
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
4	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
4	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	B1941	USB AUDIO INTERFACE MODULE
2	CDN6673	CREATIVE LABS INSPIRE A60
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
1	DSM1ACT520USB	ALESIS 3IN ACTIVE USB SPEAKER PAIR
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA01220AA	ADD: MCC 7500 / MCC 7100 OTEK OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
	LOGGING OPTION	
2	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA01220AA	ADD: MCC 7500 / MCC 7100 OTEK OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DSTG221	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
1	T8126	FORTINET FIREWALL APPLIANCE
1	DQRCCV	VERINT RECORDING QUOTE (12142016_985_1LW)
1	cdn6673	CREATIVE LABS INSPIRE A60

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Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Equipment List   2-2

ACCEPTANCE TEST PLAN (ATP)

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MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP)   3-1

MCC 7100/7500 TRUNKED RESOURCES

1.1.8   Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.

Step 2. Verify that the Transmit indicator is lit.

Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.

Step 4. On RADIO-1 change to TALKGROUP 2.

Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.

Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass_____ Fail_____

Riverside County Emergency Management Department (EMD)
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MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP)   3-2

1.1.9   Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.010

2. TEST

Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.

Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.

Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.

Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass_____ Fail_____

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Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP)   *3-3*

1.1.10   PTT Unit ID/Alias Display

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1. DESCRIPTION

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enables the dispatcher to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

Step 1. Select the resource for TALKGROUP 1 on CONSOLE-1.

Step 2. Initiate a call on TALKGROUP 1 from RADIO-2 and observe that the alias is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.

Step 3. Initiate a call from RADIO-1 and observe that the alias of RADIO-1 is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.

Step 4. Modify RADIO-2's alias. Make sure to give enough time for the alias change to propagate to the Zone Controller.

Step 5. Initiate a call from RADIO-2 and observe the new alias of RADIO-2 is seen at CONSOLE-1 in the list in the resource window as well as in the Activity Log window.

Step 6. Return RADIO-2's alias to its original state.

Pass_____ Fail_____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP)   3-4

1.1.11 Emergency Alarm and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call. An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

Step 1. Initiate an Emergency Alarm from RADIO-1.

Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1.

Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.

Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.

Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1

Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.

Step 7. End the Emergency Alarm from RADIO-1.

Pass_____ Fail_____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP) 3-5

1.1.12   Multigroup Call

---

1. DESCRIPTION

This trunking feature allows an equipped console operator position to transmit an announcement to several different talkgroups simultaneously. As with Talkgroup Calls, multigroup calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - RANDOM
CONSOLE-1 - ATG 1

Note: TALKGROUP 1 and TALKGROUP 2 are members of ATG 1. RANDOM is any talkgroup not a member of ATG 1.

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1, select the ATG 1 resource.

Step 2. Initiate the Multigroup Call from CONSOLE-1.

Step 3. Observe that RADIO-1 and RADIO-2 receive the Multigroup Call.

Step 4. Verify that RADIO-3 does not receive the Multigroup Call because it is not a member of ATG 1.

Step 5. Answer the Multigroup Call using RADIO-1 and observe CONSOLE-1 receives the response.

Step 6. Verify that if the call is answered within the repeater hang time, the console will receive the call on the ATG 1 resource tile, otherwise the console will receive the call on the TALKGROUP 1 tile.

Step 7. Verify that if the call is answered within the repeater hang time, RADIO-2 will monitor the call.

Pass_____ Fail_____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP)   3-6

1.1.13   Multi-Select Operation

1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

VERSION #1.010

2. TEST

Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.

Step 2. Transmit on the Msel using the Msel instant transmit button.

Step 3. Verify that RADIO-1 and RADIO-2 hear the call.

Step 4. Initiate a call with RADIO-1.

Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.

Step 6. Initiate a call with RADIO-2.

Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.

Step 8. On CONSOLE-1 dissolve the Msel.

Pass_____ Fail_____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP)   3-7

1.1.14 Talkgroup Patch

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1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other. Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.

Step 2. Initiate a patch call from CONSOLE-1.

Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.

Step 4. Initiate several calls between the radios and verify successful communication.

Step 5. Dissolve the patch created in step 1.

Pass_____ Fail_____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP) 3-8

1.1.15   Call Alert

1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.030

2. TEST

Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.

Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.

Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown.

Step 4. Turn off RADIO-1.

Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.

Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.

Pass_____ Fail_____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP)   3-9

1.1.16   Channel Marker

1. DESCRIPTION

A Channel Marker is a distinct, short duration, audible tone over radio and Console speakers. The tone is initiated and cancelled by a console operator. The tone can be initiated only for the talkgroups or conventional channels. On initiation, it is generated periodically when there is no voice activity. The tone can be used for various purposes. The primary purpose of the tone is to inform radio users that the conventional channel or the trunked talkgroup is currently involved in a high priority situation and they should stay off the channel unless they are involved in the high priority situation. The tone also informs the users that a console operator is actively monitoring the talkgroup.
Note that the Channel Marker tone will only start when there is no voice activity for the selected Talkgroup or conventional channel. The channel Marker tone is sent in a current transmission mode of the Console user.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

Step 1. Initiate a Channel Marker tone on TALKGROUP 1 from CONSOLE-1.

Step 2. Verify RADIO-1 and RADIO-2 can monitor the Channel Marker tone on TALKGROUP 1.

Step 3. Verify CONSOLE-1 and CONSOLE-2 also monitor the Channel Marker tone on TALKGROUP 1.

Step 4. Initiate a call from RADIO-1 and continue to key longer than the preset Channel Marker tone period for TALKGROUP 1.

Step 5. Verify while RADIO-1 is keyed, the Channel Marker tone is suppressed.

Step 6. Verify after RADIO-1 de-keys, the periodic Channel Marker tone continues to be transmitted on TALKGROUP 1.

Step 7. Cancel the Channel Marker on TALKGROUP 1 from CONSOLE-1.

Step 8. Verify the Channel Marker is no longer monitored on TALKGROUP 1.

Pass____ Fail____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP)   3-10

1.1.17 Instant Recall Recorder (IRR) Operation

---

1. DESCRIPTION

The Instant Recall Recorder (IRR) allows for audio from a phone call or a radio call to be played back at the MCC 7500 or MCC 7100 Console position. Thirty minutes of audio is saved for radio and an additional thirty minutes for telephone. The audio is saved on the positions hard disk in the form of a .wav file.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1 running IRR application.

VERSION #1.020

2. TEST

Step 1. Select a radio channel on the CONSOLE-1 application window.

Step 2. Select IRR from the CONSOLE-1 toolbar.

Step 3. Initiate radio communication between RADIO-1 and RADIO-2.

Step 4. Verify a new entry appears in the IRR log window.

Step 5. Select the new entry from the list.

Step 6. Press play and verify conversation replay.

Pass_____ Fail_____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP) 3-11

SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

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Acceptance Test Plan (ATP) 3-13

WARRANTY AND MAINTENANCE

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

THE MOTOROLA SERVICE DELIVERY TEAM

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Dispatch with OnSite Infrastructure Response Service.
- Infrastructure Repair with Advanced Replacement.
- Technical Support.
- Security Update Service (SUS) for MCC 7100 Consoles.
- Network Preventative Maintenance.

Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Warranty and Maintenance   4-1

maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for the Riverside County Emergency Management Services Association (REMSA), meet high standards for design, manufacture, and performance.

To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package mirror those being delivered currently to REMSA and are listed below along with a brief description.

1.1.18 Dispatch Service with Onsite Infrastructure Response

The Central Call Center (CCO) at the Motorola System Support Center (SSC) will receive Customer request for service and dispatch a local Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels in order to restore the System.

Motorola will also provide Case management as part of the Dispatch Service. The CCO will maintain contact with the on-site Servicer until System Restoral and Case is closed. The CCO will continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

1.1.19 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Warranty and Maintenance 4-2

1.1.20   Infrastructure Repair with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment.

In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replaces it in our centralized inventory. Motorola has included Infrastructure Repair with Advanced Replacement for REMSA's MCC 7100 Dispatch Console system.

1.1.21   Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues.

These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

1.1.22   Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment
- Remove dust and foreign substances
- Clean filters
- Measure, record, align and adjust equipment to meet original manufacturer's specifications

This service is performed based on a mutually agreed schedule. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

1.1.23   Security Update Service (SUS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. The Motorola Security Update Service (Table 4-1: Security Update Services) assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Warranty and Maintenance   4-3

monitoring of updates to provide you regular electronic updates upon completion of successful testing.

Table 4-1: Security Update Services

	SUS
Anti-virus Definition Update	✓
Minor Release (patch release)	✓

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer.

- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available.

POST WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years.

Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings.

These system support services significantly benefit REMSA because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post-warranty support services have been included as an option in this offering for years 2-11.

SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network (Table 4-2). Motorola's goal is to provide the REMSA with the qualified resources, to maintain and improve system operation and availability, and to deliver world class service support.

Table 4-2: Warranty Services Overview

Warranty and Post Warranty Service Overview	Warranty Year	Post-Warranty Years 2-11 Optional
Dispatch Service	✓	✓
On Site Infrastructure Response	✓	✓

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
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Warranty and Maintenance 4-4

Warranty and Post Warranty Service Overview	Warranty Year	Post-Warranty Years 2-11 Optional
Network Preventative Maintenance	✓	✓
Infrastructure Repair with Advanced Replacement	✓	✓
Technical Support Service	✓	✓
Security Update Service (SUS)	✓	✓

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

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Warranty and Maintenance   4-5

LIFECYCLE PLANNING

LIFECYCLE PLANNING

The ASTRO 25 system is an integrated end-to-end solution designed for delivery of mission-critical land mobile radio services. The foundation of the ASTRO 25 platform is an information technology (IT) based core which incorporates both Motorola and commercially developed software and hardware products. The embedded components of the ASTRO 25 system take advantage of the latest technology available through Motorola and its partners to provide an optimized standards-based solution that could not otherwise be developed in-house alone. Similar to other IT systems which leverage products from multiple original equipment manufacturer (OEM) partners, over time, due to normal advancements in technology, individual components within the ASTRO 25 platform will require update and replacement. Lifecycle planning for the ASTRO 25 system is essential to ensure maximum availability and utility to the end users, and to protect the stakeholders' investment in the platform. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, non-current systems may not be able to take advantage of advancements in technology which may provide enhanced features and performance, and may limit the ability to expand. Development of a lifecycle plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well developed lifecycle plan provides several benefits to the system owner and users of the system along six critical dimensions:

1. **Operations sustainment** – Ability to maintain highest level of performance and functionality of the system operations.
2. **Network security and information assurance** – Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to mandated security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion** – Ability to add users, channel and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability** – Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **Conformance to grant provisions** – Conformance with DHS Grant funding requirements (e.g. SAFECOM 111890) which dictate compliance to security, interoperability and system maintenance provisions.
6. **CapEx ROI** – Protection against premature deterioration and obsolescence, and extension of the system lifespan thereby reducing the total cost of ownership.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

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Lifecycle Planning   5-1

MOTOROLA COMMITMENT

Motorola is committed to supporting the ASTRO 25 platform for an extended period of time. Support coverage for the platform is aligned with the typical system lifespan customers' experience which often spans across multiple decades. To sustain the platform lifespan, Motorola makes on-going investments to regularly refresh the underlying components to address normal technology obsolescence and apply security safeguards. A primary goal of technology refresh is to maximize backwards compatibility thereby mitigating the need to replace the entire platform.

Motorola works closely with both customers and government to ensure that solutions offered meet stated requirements and regulations. The product development process for the ASTRO 25 platform is designed to coordinate with standards bodies, regulatory agencies, customer needs and technology advancements. As a result the ASTRO 25 platform is designed with Project 25 standards to ensure fully interoperable digital communications.

Motorola also works with its technology partners to incorporate new product versions into the ASTRO 25 platform through a system certification process, thus ensuring compatibility of new third-party products. As products are discontinued due to technology obsolescence, Motorola incorporates replacement versions thereby avoiding the need to replace the entire platform. The certification process also enables Motorola to continue support for discontinued third-party products, in some cases several years beyond the last general availability date from the OEM.

MOTOROLA STANDARD PARTS STATEMENT

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment exclusive of third party IT equipment (e.g. servers, pc's) for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

SYSTEM UPGRADE AGREEMENT (SUA)

1.1.24 Overview

Modern LMR systems are specialized Information Technology (IT) networks that are a hybrid composition of commercial off-the-shelf IT components, specialized Radio Frequency (RF) components and software designed to comply with standards-based specifications. To ensure the highest level of operation, allow for system expansion, provide maximum lifespan and protect the initial investment, regular update and replacement of individual software and hardware components is required.

The Motorola System Upgrade Agreement is comprehensive approach to technology refreshment of the ASTRO 25 system aligned with the Motorola lifecycle roadmap. As major system releases

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
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Lifecycle Planning   5-2

become available, the SUA will provide up to one system upgrade per annual contract term. The SUA is a complete package of hardware, software and implementation services required to update the ASTRO 25 system to an eligible system release with an equivalent level of functionality (Table 5-1).

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e. expansion of RF sites, dispatch positions, data sub-systems, network management positions, etc.). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation with minimal reliance on owner resources. SUA ensures the ASTRO 25 system functions at the highest level of operation, allows for expansion and feature enhancement and maximizes the lifespan of the investment. For owners that are committed to upgrading their system on a regular basis, SUA provides a consistent budgeting solution that provides complete coverage.

1.1.24.1 Included features SUA

Table 5-1: Included features SUAII

Description	SUA II
Anti-virus Definition Update	✓
Minor Release (patch release)	✓
Major Release (system release)	✓
Hardware Refresh	✓
Implementation Services	✓
Major upgrades in 2 yr period	Up to 1

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available
- Major releases may include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Hardware refresh may include version updates and/or replacements for Motorola FRU and third-party networking and computing hardware
- Implementation services includes all in-house and on-site resources to implement and test major release update
- As major releases become available, the SUA II configuration covers up to one major release upgrade per every two year contract term, while the SUA configuration covers up to one major release upgrade per annual contract term.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

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Lifecycle Planning   5-3

STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Riverside County Emergency Management Services Association (REMSA). The tasks described herein will be performed by Motorola, its subcontractors, and REMSA to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola Solutions will be replacing REMSA's existing MIP 5000 consoles with MCC 7100 console operator positions. Motorola's proposed dispatch solution includes four (4) MCC 7100 console operator positions, two (2) site gateways, two (2) site switches, two (2) enhanced conventional channel gateways and one (1) conventional site controller connected to the. Riverside County PSEC System ASTRO 25 Core.

ASSUMPTIONS

Motorola has based the system design on information provided by REMSA and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to REMSA, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- No SP interface, non-integrated features, and CAD 9-1-1 are included.
- Customer is responsible for any/all logging (unless the Logging Option is selected).

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
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Statement of Work   6-1

CONTRACT

1.1.25   Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

1.1.26   Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

1.1.27   Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Statement of Work   6-2

CONTRACT DESIGN REVIEW

1.1.28 Review Contract Design

Motorola Responsibilities:

- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.
- Finalize site acquisition and development plan.
  - Conduct site evaluations to capture site details of the system design and to determine site readiness.
  - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
  - If applicable, test existing equipment with which Motorola equipment will interface.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.

  Restrictions:
  - If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Statement of Work   6-3

1.1.29   Design Approval (Milestone)

- The Customer executes a Design Approval milestone document.

ORDER PROCESSING

1.1.30   Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

MANUFACTURING AND STAGING

1.1.31   Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field or the staging facility.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

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Statement of Work   6-4

1.1.32   Manufacture Non-Motorola Equipment

Motorola Responsibilities:
*   Procure non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:
*   None.

Completion Criteria:
*   Ship non-Motorola manufactured equipment to the field and/or the staging facility.

1.1.33   Ship to Staging (Milestone)

*   Ship all equipment needed for staging to Motorola's factory staging facility in Elgin, Illinois [Customer Center for Solutions Integration (CCSi)].

1.1.34   Stage System

Motorola Responsibilities:
*   Set up and rack the system equipment, as it will be configured in the dispatch site.
*   Cut and label cables according to the approved CDR documentation.
*   Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
*   Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).
*   Assemble required subsystems to assure system functionality.
*   Power up, program, and test all staged equipment.
*   Confirm system configuration and software compatibility to the existing system.
*   Load application parameters on all equipment according to input from Systems Engineering.
*   Complete programming of the Fixed Network Equipment.
*   Inventory the equipment with serial numbers and installation references.
*   Complete system documentation.
*   Provide a Factory Acceptance Test Plan.

Customer Responsibilities:
*   Provide information on existing system interfaces as may be required.
*   Provide information on room layouts or other information necessary for the assembly to meet field conditions.
*   Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria:
*   System staging completed and ready for testing.

1.1.35   Perform Staging Acceptance Test Procedures

Motorola Responsibilities:
*   Test and validate system software and features.
*   Functional testing of standard system features.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Statement of Work   6-5

- Power-up site equipment and perform standardized functionality tests.
- Perform system burn-in 24 hours a day during staging to isolate and capture any defects.

Customer Responsibilities:
- None

Completion Criteria:
- Complete Factory Acceptance Testing.

1.1.36 Ship Equipment to Field

Motorola Responsibilities:
- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:
- None.

Completion Criteria:
- Equipment ready for shipment to the field.

1.1.37 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

CIVIL WORK FOR THE CUSTOMER-PROVIDED FACILITIES

Motorola Responsibilities:
- Provide electrical requirements for each equipment rack to be installed in the Customer-provided facilities.
- Provide heat load for each equipment rack to be installed in the Customer-provided facilities.
- Extend customer provided electrical to Motorola equipment and terminate at the OP8 or Cabinet electric panel.

Customer Responsibilities:
- If applicable and based on local jurisdictional authority, the Customer will be responsible for any installation or up-grades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Statement of Work 6-6

- Provide AC power to the demarcation point(s) indicated in the documentation, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's <u>Standards and Guidelines for Communication Sites</u> (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Bring grounding system up to Motorola's R56 standards and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all customer deliverables in accordance within the approved project schedule.

Completion Criteria:
- All sites are ready for equipment installations in compliance with Motorola's R56 standards.

SYSTEM INSTALLATION

1.1.38   Console Installation

Motorola Responsibilities:
- Provide storage location for the Motorola-provided equipment.
- Receive and inventory all equipment.
- Install the console equipment in the space provided by REMSA.
- Specifically, install one new rack of equipment with 2 CCGWs, switches, routers and a Conventional Site Controller.
- Install four MCC 7100 positions in REMSA's main dispatch room.
- Each dispatch position will have four speakers, two headset jacks, a gooseneck microphone and a dual pedal footswitch.
- Provide all category 6 cabling, connectors and cable management for this installation. All cables will be "home runs" with no jack boxes.
- Connect the appropriate equipment to the REMSA-supplied ground system in accordance with Motorola's R56 Site Installation standards.
- Remove existing MIP5000s.
- Transport removed equipment to a REMSA-specified location for disposal by REMSA.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Statement of Work   6-7

- If REMSA purchases the Logging Option in this proposal, Motorola will install one Verint Logging Recorder, one Archiving Interface Server (AIS), and one firewall, and cabling and grounding per R 56 standards.

Customer Responsibilities:
- Provide demarcation point located within 25 feet of the console interface.
- Provide mobile radios to connect to the Motorola provided CCGWs.
- Provide the links from the routers to the County of Riverside PSEC master site and DSR site.
- Provide an Ethernet link between the 1st floor and the 4th floor.

Completion Criteria:
- Console installation is complete and ready for optimization.

1.1.39 Console Installation Complete

- Console installation completed and accepted by the Customer.

1.1.40 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the Customer.

SYSTEM OPTIMIZATION

1.1.41 Optimize System FNE

Motorola Responsibilities:
- Motorola and its subcontractors optimize each subsystem.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Set up the consoles on the radio system to perform the dispatching operation.

Customer Responsibilities:
- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.

Completion Criteria:
- System FNE optimization is complete.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Statement of Work   6-8

1.1.42 Link Verification

Motorola Responsibilities:
- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

  It should be noted that 900 MHz, 2.4 GHz, and 5.2/5.4/5.8 GHz bands are unlicensed. Therefore, Motorola has no control over signal emissions in these bands that may interfere with the desired signals. Although link surveys will identify possible existing interference sources, there is no guarantee that interference will not emerge after the survey. Motorola can assist the CUSTOMER in assessing interference issues if they occur, however, the cost for the services and any additional equipment necessary to resolve the interference problem are beyond the scope of the generic link survey and installation.

Customer Responsibilities:
- Make available the required links which meet the specifications supplied by Motorola at the CDR.

1.1.43 Completion Criteria:
- Link verification successfully completed.

1.1.44 Optimization Complete
- System optimization is completed. Motorola and the Customer agree that the equipment is ready for acceptance testing.

TRAINING

1.1.45 Perform Training

Motorola Responsibilities:
- Finalize training schedules purchased as part of this project with the Customer Project Manager.
- Conduct the training classes outlined in the Training Plan.

Customer Responsibilities:
- Attend training classes.
- Comply with the prerequisites in the Training Plan.

Completion Criteria:
- All training classes completed.

1.1.46 Training Complete
- All training classes completed.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Statement of Work 6-9

AUDIT AND ACCEPTANCE TESTING

1.1.47 Perform R56 Installation Audit

Motorola Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

Customer Responsibilities:

- Provide access/escort to the sites.
- Witness tests. (if desired)

Completion Criteria:

- All R56 audits completed successfully.

1.1.48 Perform Equipment Testing

Motorola Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or the Customer) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities:

- Witness tests if desired.

Completion Criteria:

- Successful completion of equipment testing.

1.1.49 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality and features of the individual consoles and ECCGWs supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Successful completion of the functional testing.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Statement of Work 6-10

- Customer approval of the functional testing.

1.1.50   System Acceptance Test Procedures (Milestone)

- Customer approves the completion of all the required tests.

FINALIZE

1.1.51   Cutover

Motorola Responsibilities:

- Motorola and the Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria:

- Successful migration from the old system to the new system.

1.1.52   Resolve Punchlist

Motorola Responsibilities:

- Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the Customer.

1.1.53   Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Statement of Work   6-11

- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities:
- Participate in the Transition to Service/Project Transition Certificate (PTC) process.

Completion Criteria:
- All service information has been delivered and approved by the Customer.

1.1.54 Finalize Documentation for Add-On

Motorola Responsibilities:
- Provide an electronic as-built system manual on a Compact Disc (CD). The documentation will include the following:
  - REMSA Console System-Level Diagram
  - Site Floor Plans
  - Site Equipment Rack Configurations
  - ATP Test Checklists
  - Functional Acceptance Test Plan Test Sheets and Results
  - Equipment Inventory List
  - Console Programming Template
  - Maintenance Manuals (where applicable)
  - Technical Service Manuals (where applicable)

  Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

- Provide two console operator manuals at the dispatch center.

Customer Responsibilities:
- Receive and approve all documentation provided by Motorola.

Completion Criteria:
- All required documentation is provided and approved by the Customer.

1.1.55 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the Customer.

PROJECT ADMINISTRATION

1.1.56 Project Status Meetings

Motorola Responsibilities:
- Once a month or as agreed upon, Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Statement of Work 6-12

- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

1.1.57 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- The Customer approval of the Milestone Completion document(s).

1.1.58 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

An example Change Order Form may be found on the next page.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Statement of Work 6-13

TRAINING PLAN

Motorola understands that successful implementation and use of your communications system depends on effective training. We have developed a training proposal for Riverside County Emergency Management Services Association (REMSA) to ensure a comprehensive understanding of your proposed system and all user equipment. We are leveraging over 85 years of training experience working with customers just like you to provide recommendations for your consideration. The training proposal detailed in the following pages incorporates customer feedback coupled with a best practices systematic approach to produce effective course delivery and content.

Our commitment to REMSA is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system. To do so, we directly train your personnel to utilize the system to its maximum potential.

REMSA personnel will gain in-depth understanding of the power of your new system through education and proficient daily use. Our high-quality training focuses on student needs. The training is complemented by detailed documentation and available continuing education programs.

We will collaborate with REMSA to develop a final customized training plan that fits your needs. Our goal is to insure system administrators, technicians and end users are skilled in using your new system.

TRAINING APPROACH

Our training solutions deliver a combination of online training and field based instructor-led training in classrooms at the REMSA locations using operational equipment. Motorola will employ knowledgeable and experienced instructors to deliver well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs. It focuses on specific application rather than theory.
- Learning objectives are based upon what students need to accomplish on the job.
- Hands-on lab opportunities using REMSA specific job aids are incorporated to maximize learning and retention.

Our instructors bring invaluable experience and knowledge of customer communication solutions into their training approach. This gives them better insight and understanding into the practical aspects of

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Training Plan   7-1

the REMSA manager, technician and end user job functions. Each instructor has the proven ability to communicate with a novice as well as expert personnel.
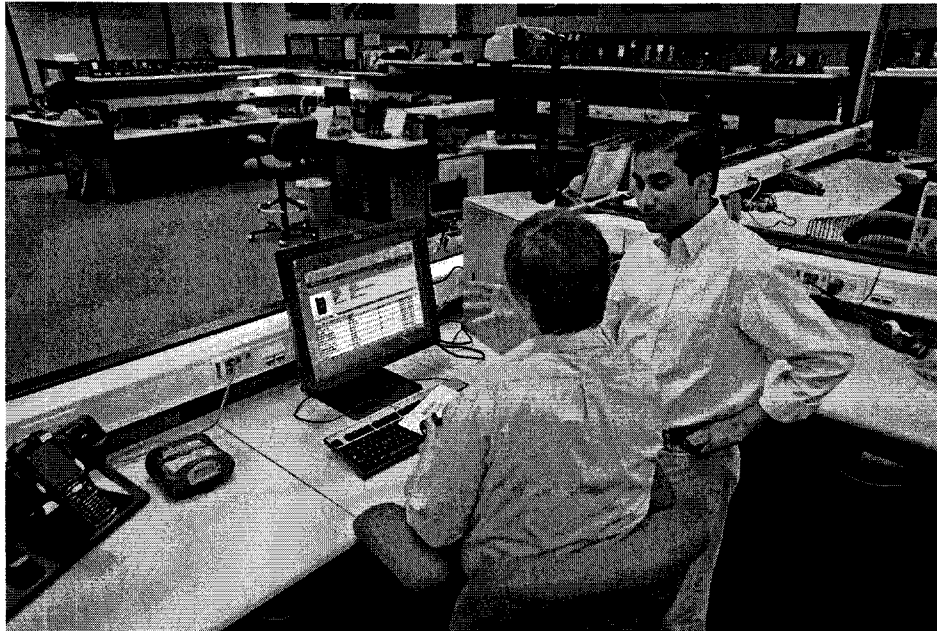
PROPOSED COURSES

Motorola has identified the following course(s) that are necessary to achieve the training goals for REMSA. Course descriptions for the recommended courses are provided at the end of this section. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories as identified in your request for proposal:

- Console Dispatchers and Supervisors

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Training Plan   7-2

1.1.59   Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration (days)	Location	Date	Participants
MCC7100 Console Operator and Admin Utilizing the Interactive End User Tool Kit 4 training consoles (Instructor-led)	Console Supervisors	1 (8-hour session)	1 day	Riverside, CA	Prior to cutover	2
Operator Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. **Admin Course Synopsis:** This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. **Note:** The operator class is in the first half of the session. The Admin class and Interactive End User Tool Kit will be covered during the second half of the session.						
MCC7100 Console Operator 4 training consoles (Instructor-led)	Console Dispatchers	2 (4-hour sessions)	1 day	Riverside, CA	Prior to cutover	4 (2 per session)
Operator Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.						

1.1.60   Course Descriptions

Course descriptions may be found on the following pages.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Training Plan   7-3

PROJECT SCHEDULE

Motorola has provided a project schedule on the following pages.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Project Schedule   8-1

PRICING

PRICING SUMMARY

1.1.61 MCC 7100 Dispatch Consoles

Description	Pricing
Equipment Total	$214,507.00
SI/ Installation Cost	$226,252.00
System Discount*	**($ 42,000.00)**
Sales Tax @ 8%	$ 13,861.00
Freight Cost	$ 655.00
Total System Cost	**$413,275.00**

1.1.62 MCC 7100 Dispatch Consoles - Extended Maintenance

Description	Pricing
Maintenance - Year 2	$ 20,376.00
Maintenance - Year 3	$ 20,987.00
Maintenance - Year 4	$ 21,617.00
Maintenance - Year 5	$ 22,265.00
Maintenance - Year 6	$ 22,933.00
Maintenance - Year 7	$ 23,621.00
Maintenance - Year 8	$ 24,330.00
Maintenance - Year 9	$ 25,060.00
Maintenance - Year 10	$ 25,812.00
Maintenance - Year 11	$ 26,586.00

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Pricing   9-1

1.1.63 MCC 7100 Dispatch Consoles - SUA II

Description	Pricing
SUA II - Year 2	$ 25,103.00
SUA II - Year 3	$ 25,174.00
SUA II - Year 4	$ 25,246.00
SUA II - Year 5	$ 25,320.00
SUA II - Year 6	$ 25,397.00
SUA II - Year 7	$ 25,476.00
SUA II - Year 8	$ 25,558.00
SUA II - Year 9	$ 25,641.00
SUA II - Year 10	$ 25,728.00
SUA II - Year 11	$ 25,817.00

1.1.64 Logging Option (Available if purchased)

Description	Pricing
Equipment Total	$111,378.00
SI/ Installation Cost	$ 85,496.00
System Discount*	**($ 18,400.00)**
Sales Tax @ 8%	$ 7,438.00
Freight Cost	$ 113.00
Total System Cost	**$186,025.00**

1.1.65 Logging Option - Extended Maintenance (Available if purchased)

Description	Pricing
Maintenance - Year 2	$ 15,148.00
Maintenance - Year 3	$ 15,602.00
Maintenance - Year 4	$ 16,070.00
Maintenance - Year 5	$ 16,553.00
Maintenance - Year 6	$ 17,049.00
Maintenance - Year 7	$ 17,561.00

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Pricing 9-2

Description	Pricing
Maintenance - Year 8	$ 18,087.00
Maintenance - Year 9	$ 18,630.00
Maintenance - Year 10	$ 19,189.00
Maintenance - Year 11	$ 19,765.00

1.1.66 Logging Option - SUA (Available if purchased)

Description	Pricing
SUA II - Year 1	$ 14,684.00
SUA II - Year 2	$ 14,684.00
SUA II - Year 3	$ 14,684.00
SUA II - Year 4	$ 14,684.00
SUA II - Year 5	$ 15,124.00
SUA II - Year 6	$ 15,578.00
SUA II - Year 7	$ 16,045.00
SUA II - Year 8	$ 16,527.00
SUA II - Year 9	$ 17,023.00
SUA II - Year 10	$ 17,533.00

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Pricing   9-3

PAYMENT TERMS

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

- 25% of the contract price upon Contract execution.
- 50% of the contract price upon equipment shipment.
- 15% of the Contract Price upon Installation.
- 10% of the Contract Price upon Final Acceptance.

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

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

At the end of the first year from the Effective Date and each year after, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase the current years and all future years' maintenance prices by the consumer price increase ("CPI") increase amount exceeding 3%. The All Urban Consumers - West Urban Consumer Price Index (Series ID CUUR0400SA0,CUUS0400SA0, All Items, Not seasonally adjusted with Base Period 1982-1984=100) shall be used as the measure of CPI for this price adjustment. The CPI percentage change calculation will take place once the annual average for each new year has been posted by the Bureau of Labor Statistics.

The SUA annualized price is based on the fulfillment of a two-year payment cycle. If Customer terminates this service during a two-year cycle, except for Motorola's default, then Customer will be required to pay for an early termination fee equal to the balance of payments owed for the two-year cycle if the System Release has been implemented before the point of termination.

Customer affirms that a purchase order or notice to proceed is not required for subsequent years of service. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Motorola Solutions Confidential Restricted   Pricing   9-4

TERMS AND CONDITIONS

COMMUNICATION SYSTEM AGREEMENT

Motorola Solutions, Inc. ("Motorola") and the Riverside County Emergency Management Services Association (REMSA), California ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1   EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A   Motorola "Software License Agreement"
Exhibit B   "Payment Schedule"
Exhibit C   The Motorola Proposal dated December 20, 2017, including the "Technical and
        Implementation Documents"
        C-1   "System Description"
        C-2   "Equipment List"
        C-3   "Statement of Work"
        C-4   "Acceptance Test Plan" or "ATP"
        C-5   "Performance Schedule"
Exhibit D   Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)

Section 2   DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1.   "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2.   "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

2.3.   "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

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

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Motorola Solutions Confidential Restricted   Terms and Conditions   10-1

2.5.   "Contract Price" means the price for the System, including applicable sales or similar taxes and freight charges.

2.6.   "Effective Date" means that date upon which the last Party executes this Agreement.

2.7.   "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.8.   "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.9.   "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10.   "Motorola Software" means Software that Motorola or its affiliated company owns.

2.11.   "Non-Motorola Software" means Software that another party owns.

2.12.   "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.13.   "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14.   "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15.   "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.16.   "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.17.   "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.18.   "System Acceptance" means the Acceptance Tests have been successfully completed.

2.19.   "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. For non-system purchase and sale transactions (such as the purchase and sale of products only or products plus incidental services), the "Warranty Period" means one (1) year from the date of shipment.

Section 3   SCOPE OF AGREEMENT AND TERM

3.1.   SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.   CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Motorola Solutions Confidential Restricted   *Terms and Conditions   10-2*

Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order. The change order shall be on the City's standard form, unless the City determines in its sole discretion that another change order form is acceptable or that a written contract amendment is needed for the increase/decrease.

3.3.   TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of expiration of (i) the Warranty Period or (ii) the rights under Section 3.4 below, whichever occurs last.

3.4.   ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available and related services. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Motorola will hold its Equipment pricing valid through the date of System Acceptance. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5.   MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software maintenance or upgrade services. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to the maintenance, support or software services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6.   MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7.   NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement.

3.8.   SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

Section 4   PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Motorola Solutions Confidential Restricted   *Terms and Conditions   10-3*

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is $ _____, including estimated sales tax. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after receipt of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: _____

_____

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

_____

_____

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

_____

_____

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Terms and Conditions 10-4

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Specifications as necessary. If change in sites or adjustment to the installation plans and Specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7   TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8   SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System will not postpone System Acceptance or Subsystem Acceptance, but will be corrected according to a mutually agreed punch list schedule.

8.3. BENEFICIAL USE. Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the Parties will promptly memorialize this final event by means of a Final Project Acceptance Certificate.

Section 9   REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Terms and Conditions   10-5

9.2.   EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

9.3.   MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software.

9.4.   EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5.   WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6.   ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7.   DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10   DELAYS

10.1.   FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2.   PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Terms and Conditions   10-6

Section 11   DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1.   GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2.   NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3   MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). A Party may not unreasonably withhold consent to the mediator selection. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by an executive with authority to settle the Dispute.

11.4.   LITIGATION, VENUE AND JURISDICTION. If a Dispute remains unresolved for sixty (60) days after the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5.   CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12   DEFAULT AND TERMINATION

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

12.2.   FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13   INDEMNIFICATION

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Terms and Conditions 10-7

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Terms and Conditions 10-8

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Subject to the requirements of any applicable public records law including the California Public Records Act (California Government Code sections 6252 et seq.), each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions 10-9

will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2.   ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

16.4.   SEVERABILITY. If a court having jurisdiction finds any part of this Agreement to be invalid or unenforceable, that part will be severed and the remainder will continue in full force and effect.

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

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

16.7.   ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.
Attn: _____

_____
fax: _____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-10

Customer
Riverside County Emergency Management Services Association
Attn: _____

_____
Riverside, CA 92501

[verify]

16.9.   COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

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

16.11.   ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12.   SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer, Riverside County Emergency Management Services Association

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-11

EXHIBIT A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the Riverside County Emergency Management Services Association ("Licensee").

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

Section 1   DEFINITIONS

1.1   "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2   "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3   "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4   "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5   "Primary Agreement" means the agreement to which this exhibit is attached.

1.6   "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7   "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2   SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3   GRANT OF LICENSE

3.1.   Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

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3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4   LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-13

regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5   OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6   LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1.   Except for Motorola Software that is provided as part of the original System transaction, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2   Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3.   Warranty claims are described in the Primary Agreement.

6.4.   The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7   TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-14

radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8   TERM AND TERMINATION

8.1   Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2   Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3   Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9   UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10   CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11   LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12   NOTICES

Notices are described in the Primary Agreement.

Section 13   GENERAL

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Motorola Solutions Confidential Restricted

Terms and Conditions   10-15

13.1.   COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.   COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3.   ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4.   GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5.   THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6.   SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7.   ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8   SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-16

EXHIBIT B

PAYMENT SCHEDULE

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

- 25% of the contract price upon Contract execution.
- 50% of the contract price upon equipment shipment.
- 15% of the Contract Price upon Installation.
- 10% of the Contract Price upon Final Acceptance.

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

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

At the end of the first year from the Effective Date and each year after, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase the current years and all future years' maintenance prices by the consumer price increase ("CPI") increase amount exceeding 3%. The All Urban Consumers - West Urban Consumer Price Index (Series ID CUUR0400SA0,CUUS0400SA0, All Items, Not seasonally adjusted with Base Period 1982-1984=100) shall be used as the measure of CPI for this price adjustment. The CPI percentage change calculation will take place once the annual average for each new year has been posted by the Bureau of Labor Statistics.

The SUA annualized price is based on the fulfillment of a two-year payment cycle. If Customer terminates this service during a two-year cycle, except for Motorola's default, then Customer will be required to pay for an early termination fee equal to the balance of payments owed for the two-year cycle if the System Release has been implemented before the point of termination.

Customer affirms that a purchase order or notice to proceed is not required for subsequent years of service. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions 10-17

EXHIBIT D

SERVICE STATEMENT(S) OF WORK AND "SERVICE TERMS AND CONDITIONS"

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-18

STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0   Description of Service and Obligations

1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.

1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.

1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

1.4 The price quoted for the SUAII requires the Customer to choose a certified system upgrade path from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-19

1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

    1.10.1   Servers
    1.10.2   PC Workstations
    1.10.3   Routers
    1.10.4   LAN Switches

1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

    1.11.1   GTR 8000 Base Stations
    1.11.2   GCP 8000 Site Controllers
    1.11.3   GCM 8000 Comparators
    1.11.4   MCC 7500 Console Operator Positions
    1.11.5   STR 3000 Base Stations
    1.11.6   Quantar Base Stations
    1.11.7   Centracom Gold Elite Console Operator Interface Electronics
    1.11.8   Centracom Gold Elite Central Electronics Banks
    1.11.9   Ambassador Electronics Banks
    1.11.10   Motorola Gold Elite Gateways
    1.11.11   ASTROTAC Comparators
    1.11.12   PSC 9600 Site Controllers
    1.11.13   PBX Switches for Telephone Interconnect
    1.11.14   NFM/NFM XC/MOSCAD RTU

1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

    1.14.1   Review infrastructure system audit data as needed.
    1.14.2   Identify additional system equipment needed to implement a system release, if applicable.
    1.14.3   Complete a proposal defining the system release, equipment requirements, installation

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions 10-20

plan, and impact to system users.

1.14.4   Advise Customer of probable impact to system users during the actual field upgrade implementation.

1.14.5   Program management support required to perform the certified system upgrade.

1.14.6   Field installation labor required to perform the certified system upgrade.

1.14.7   Upgrade operations engineering labor required to perform the certified system upgrade.

1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.17 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0   Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1   Motorola responsibilities

2.1.1.1   Obtain and review infrastructure system audit data as needed.

2.1.1.2   Identify additional system equipment needed to implement a system release, if applicable.

2.1.1.3   Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.1.4   Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.1.5   Inform Customer of high speed internet connection requirements.

2.1.1.6   Assign program management support required to perform the certified system upgrade.

2.1.1.7   Assign field installation labor required to perform the certified system upgrade.

2.1.1.8   Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.9   Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2   Customer responsibilities

2.1.2.1   Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2   Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions 10-21

speed connection are provided in Appendix D. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.3   Assist in site walks of the system during the system audit when necessary.

2.1.2.4   Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.5   Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.6   Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.7   Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1   Motorola responsibilities

2.2.1.1   Perform appropriate system backups.

2.2.1.2   Work with the Customer to validate that all system maintenance is current.

2.2.1.3   Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

2.2.2   Customer responsibilities

2.2.2.1   Validate system maintenance is current.

2.2.2.2   Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1   Motorola responsibilities

2.3.1.1   Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2   Customer responsibilities

2.3.2.1   Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2   Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1   Motorola responsibilities

2.4.1.1   Validate all certified system upgrade deliverables are complete as contractually required.

2.4.1.2   Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.4.1.3   Obtain upgrade completion sign off from the customer.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-22

2.4.2   Customer Responsibilities
   2.4.2.1   Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
   2.4.2.2   Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
   2.4.2.3   Provide Motorola with upgrade completion sign off.

3.0   Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0   Special Provisions

4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

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4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions 10-24

APPENDIX A – ASTRO 25 SYSTEM RELEASE UPGRADE PATHS

Platform Release	Certified Upgrade Paths	
Pre-7.7	Upgrade to Current Release	
7.7		
7.8		
7.9		
7.11	NA	7.14
7.13	7.14	7.15
7.14	7.15	7.16
7.15	7.16	7.17
7.16	7.17	7.18 (Planned)
7.17	7.18 (Planned)	7.19 (Planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions 10-25

APPENDIX B - SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-26

APPENDIX C – SECURITY UPDATE SERVICE (SUS) STATEMENT OF WORK

Security Update Service Overview

To verify compatibility with your ASTRO system, Motorola Solutions, Inc.'s ("Motorola") Security Update Service (SUS) provides pre-tested 3rd party software (SW) security updates.

This service was formerly called Pre-tested Software Subscription (PTSS). Additionally, SUS Platinum has been eliminated. The additional SUS Platinum features have been merged into this one SUS offering.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties."

1.0 Description of Security Update Services

Motorola shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server, Solaris and RedHat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these updates on a quarterly basis.

SUS (Self- Installed) is the baseline offer. Sections describing the optional delivery methods and reboot support service are only applicable if purchased.

SUS Delivery Methods

Patch Delivery Method	Download Responsibility	Installation Responsibility	Reboot Support
SUS (Self-Installed)	Customer	Customer	*Option Motorola
Remote SUS	Motorola	Motorola	*Option Motorola
On-Site Delivery of SUS	Motorola	Motorola	Included

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
Use or disclosure of this proposal is subject
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Terms and Conditions 10-27

Packages for L & M Cores

Packages	SUS (Self Installed)	RSUS	On-Site Delivery of SUS	Reboot Support
Essential / +	✓			Optional
Advanced / +	✓	✓	Optional	Optional
Premier	✓	✓	Optional	Included

SUS
Once tested, Motorola will post the updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. The customer will be responsible for the download and deployment of these updates to their ASTRO System.

Remote Delivery of SUS (RSUS)
Remote Delivery of SUS. Motorola's dedicated staff remotely installs the required security updates and operating system patches onto your radio network. Vulnerabilities from third party software are addressed as soon as the validation of recommended patches is completed. Motorola will also provide reports outlining updates made for your team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform our customers which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

Reboot Support Delivery of SUS/RSUS
This optional enhancement provides support for rebooting impacted servers and workstations after the patches have been downloaded/pushed and installed. Once installation is complete, Motorola will deploy trained technicians to reboot servers and workstations at the customer locations.

ON-SITE Delivery of SUS
For convenience, a trained technician will be contacted to provide the complete patching service. At the customer location, the technician will download patches, perform the required installation services and coordinate the rebooting of servers and dispatch ops.

2.0   Scope

Security Update Service supports the currently shipping Motorola ASTRO System Release (SR) and strives to support 4 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

SUS is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles,

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-28

MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Antivirus Updates - Antivirus updates are released weekly. The target release for these updates is by close of business each Tuesday. While the release often occurs early, this is the time and date committed to by vetting.

Windows - Updates are downloaded on Microsoft Patch Tuesday (2nd Tuesday of the month). Updates are incorporated, tested and vetted in the Windows Motopatch disk over the next few weeks. The target release is by the last day of the month.

Windows 3rd Party Updates - for Adobe Reader and Adobe Flash are included on the standard Motopatch for Windows disk and follow the Windows patching schedule.

RHEL - Security updates are downloaded the last week of the first month of the quarter. Updates include any updates that are available at that time. We then prepare, test and vet the RHEL 5, and RHEL 6, Motopatch disks and target to release the disks by the last day of the quarter.

VMware - Security updates are downloaded the last week of the first month of the quarter for ESXi. These updates are downloaded from HP directly. The updates are incorporated into the Motopatch for ESXi disk. We then prepare, test and vet the ESXi Motopatch and target to release the disk by the last day of the quarter.

Solaris 10* - Security updates are downloaded around the 15th of the 1st month of the quarter. This is when updates are released by Oracle. The Solaris 10 patch bundle is downloaded and used to prepare, test and vet the Solaris 10 Motopatch disk . The target release for the disk is by the last day of the quarter. We no longer patch Solaris 10 as this product has gone end of life for MSI. * EOL by MSI - only supported on 7.13 CPH RHEL and Solaris

Oracle 11g* - Security updates are downloaded the last week of the first month of the quarter. Whatever updates are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for Oracle 11gR1 and 11gR2 disks target to release by the last day of the quarter. *7.13 and prior releases thru 2017

PostgreSQL* - Security updates are downloaded the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for PostgreSQL disk target release is by the last day of the quarter. *7.14 and later major releases

McAfee Patch Updates - Security patches are downloaded from McAfee the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for McAfee disk target release is by the last day of the quarter.

DOT HILL DAS Firmware Disk - Security patches are downloaded from DOT HILL the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The disk target release is by the last day of the quarter.

Backport – CPT provides the latest STIG updates in January of each calendar year. These STIG updates are applied to our test systems and after testing, released to our customers as our IA Backport Disk. Scheduled release dates are typically the end of the first quarter.

3.0   Motorola has the following responsibilities:

    3.1   Obtain relevant 3rd party security updates as made available and supported from the OEM's.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-29

This includes antivirus definition, OEM vendor available/supported operating systems patches, VMWare patches, database patches, and selected other 3rd party patches.covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference:

- McAfee Antivirus definitions– Weekly
- Microsoft PC and Server OS patches – Monthly
- Solaris, RHEL OS, VMware hypervisor patches – Quarterly
- Other 3rd party patches - Quarterly

3.2   Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.

3.3   Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.

3.4   Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

3.5   Pre-test STIG recommended remediation when applicable.

3.6   Release all tested updates to Motorola's secure extranet site.

3.7   Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.

3.8   Include printable labels for customers who download the updates to CD's.

3.9   Notify customer of update releases by email.

3.10   A supported SUS ASTRO release matrix will be kept on the extranet site for reference.

4.0   The Customer has the following responsibilities:

4.1   Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).

4.2   Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

4.3   Provide means for accessing pre-tested files (Access to the extranet website).

4.4   Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.

4.5   Implement recommended remediation(s) on customer system, as determined necessary by customer.

4.6   Upgrade system to a supported system release as necessary to continue service.

4.7   Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.

4.8   Comply with the terms of the applicable license agreement between the customer and the non-Motorola software copyright owner.

5.0   Disclaimer:

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Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions   10-30

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Terms and Conditions 10-31

APPENDIX D – HIGH-SPEED CONNECTIVITY SPECIFICATIONS

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
    - Port availability must meet or exceed 99.9% (three nines)
    - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
    - Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Terms and Conditions   10-32

Service Terms and Conditions

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

Section 1   APPLICABILITY

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

Section 2   DEFINITIONS AND INTERPRETATION

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

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

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

Section 3   ACCEPTANCE

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

Section 4   SCOPE OF SERVICES

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

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

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

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

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

Riverside County Emergency Management Department (EMD)
Riverside County EMS Agency (REMSA)
MCC 7100 Dispatch Console

20 December 2017
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Motorola Solutions Confidential Restricted

Terms and Conditions 10-33

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

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

Section 5   EXCLUDED SERVICES

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

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

Section 6   TIME AND PLACE OF SERVICE

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

Section 7   CUSTOMER CONTRACT

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

Section 8   PAYMENT

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

Customer affirms that a purchase order or notice to proceed is not required for subsequent years of service. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Motorola Solutions Confidential Restricted   *Terms and Conditions   10-34*

At the end of the first year from the Effective Date and each year after, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase the current years and all future years' maintenance prices by the consumer price increase ("CPI") increase amount exceeding 3%. The All Urban Consumers - West Urban Consumer Price Index (Series ID CUUR0400SA0,CUUS0400SA0, All Items, Not seasonally adjusted with Base Period 1982-1984=100) shall be used as the measure of CPI for this price adjustment. The CPI percentage change calculation will take place once the annual average for each new year has been posted by the Bureau of Labor Statistics.

Section 9   WARRANTY

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

Section 10   DEFAULT/TERMINATION

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

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

10.3   The SUA II annualized price is based on the fulfillment of a two-year payment cycle. If Customer terminates this service during a two-year cycle, except for Motorola's default, then Customer will be required to pay for an early termination fee equal to the balance of payments owed for the two-year cycle if the System Release has been implemented before the point of termination.

10.4   If Customer terminates this Agreement prior to the end of the term, then the Customer will pay termination costs in the amount equal to 10% of the annual maintenance and SUA fees previously incurred.

Section 11   LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT be liable for any commercial loss; inconvenience; loss of use, Time, DATA, GOOD WILL, REVENUEs, profits or savings; or other SPECIAL, incidental, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Ⓜ *Motorola Solutions Confidential Restricted*   *Terms and Conditions   10-35*

Section 12   EXCLUSIVE TERMS AND CONDITIONS

12.1.   This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

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

Section 13   PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14   FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15   COVENANT NOT TO EMPLOY

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

Section 16   MATERIALS, TOOLS AND EQUIPMENT

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

Riverside County Emergency Management Department (EMD)   20 December 2017
Riverside County EMS Agency (REMSA)   Use or disclosure of this proposal is subject
MCC 7100 Dispatch Console   to the restrictions on the cover page.

Motorola Solutions Confidential Restricted   *Terms and Conditions   10-36*

Section 17   GENERAL TERMS

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

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

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

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

17.5.   Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6.   Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7.   THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

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

Riverside County Emergency Management Department (EMD)
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MCC 7100 Dispatch Console

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Terms and Conditions   10-37

DAVE ROGERS
Chief Information Officer

JIM SMITH
Chief Technology Officer

LOUIS RAJA ARUL DOSS, ACIO
Enterprise Applications Bureau

PATRICK ELLIANO, ACIO
Converged Communications Bureau

GIL MEJIA, ACIO
Technology Services Bureau

Dear Dan Bates:

Thank you for reaching out to the Public Safety Enterprise Communications (PSEC) team for your communications business needs. We regret to inform you that the PSEC System can only support Motorola console products. We strive to provide our customers with an unparalleled level of customer service and hope to continue to find solutions for your communication needs.

Please let me know if you have any questions or concerns.

Regards,

Gus Vazquez
Information Technology Manager

Date: January 8, 2018

From: Bruce Barton, Director of Emergency Management Department

To: Board of Supervisors/Purchasing Agent

Subject: Sole Source Procurement - Motorola

The Riverside County EMS Agency (REMSA) must sole source with Motorola to upgrade aging communications equipment located in the Riverside County Medical and Health Communications Center (MH COMM). In 2014, REMSA migrated to PSEC from the legacy County EDACS system to allow for better interoperability among the various public safety and health care partners. Per PSEC, Motorola provides the only approved console platform to interface with the PSEC system.

1. **Supplier being requested:** Motorola

2. **Vendor ID:** 0000008448

3. **Supply/Service being requested:** Communications Equipment

4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** Radio engineers at Public Safety Enterprise Communications (PSEC) have confirm in writing that Motorola provides the only approved console platform to interface with the PSEC system.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Per the PSEC Motorola provides the only console platform that is capable to interface with the PSEC system.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** MH COMM is designed to serve as a centralized command and coordination center for the Riverside County EMS System. During steady state operations, the Riverside County EMS System is surveilled and monitored by the on-call EMS duty officer. In the event of increased system activity, disaster medical operations MH COMM can be activated to support the Medical and Health Department Operations Center (MH DOC). Once activated, MH COMM interchanges the EMS duty officer program and staffing is dependent upon the needs and priorities of the incident. During a large-scale multi-patient incident, MH COMM is responsible for resource coordination and management, effective patient distribution,

reunification, and repatriation. Maintaining interoperable communication with all providers is essential to the operational mission of MH COMM.

7. **Period of Performance:**   From: 1/1/2018 to 06/30/2028

Is this an annually renewable contract?   ☒ No   ☐ Yes
Is this a fixed-term agreement: ☐ No   ☒ Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	Total
One-time Costs:							
MCC 7100 Dispatch Consoles Equipment	$214,507						$214,507
SI/Installation Cost	$226,252						226,252
System Discount	($42,000)						(42,000)
Sales Tax @ 8%	$13,861						$13,861
Freight	$655						$655
Ongoing Costs:							
MCC7100 Dispatch Console-Extended Maintenance		$20,376	$20,987	$21,617	$22,265	$22,933	108,178
MCC 7100 Dispatch Console-SUA II		$25,103	$25,174	$25,246	$25,320	$25,397	126,240
Total Costs	$413,275	$45,479	$46,161	$46,863	$47,585	$48,330	

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Ongoing Costs:						
MCC7100 Dispatch Console-Extended Maintenance	$23,621	$24,330	$25,060	$25,812	$26,586	125,409
MCC 7100 Dispatch Console-SUA II	$25,476	$25,558	$25,641	$25,728	$25,817	128,220
Total Costs	$49,097	$49,888	$50,701	$51,540	$52,403	**$901,322**

8. **Price Reasonableness:** Proposed price is equal to previous quotes for like services offered to other Government agencies. EMD is being offered the same pricing as Los Angeles County, San Bernardino County, and other neighboring counties. EMD is also receiving a discount based on bulk pricing for purchasing the equipment and installation services together.

_____   Bruce Barton   1/8/18

Department Head Signature   Print Name   Date

Purchasing Department Comments:

Approve   Approve with Condition/s   Disapprove

Not to exceed: $ _As noted above_   One time   Annual Amount through _6/30/28_
                                                                           (Date)

_____   2/9/18   18-138

Purchasing Agent   Date   **Approval Number**
                                                              (Reference on Purchasing Documents)

DAVE ROGERS
Chief Information Officer

JIM SMITH
Chief Technology Officer

RCIT

LOUIS RAJA ARUL DOSS, ACIO
Enterprise Applications Bureau

PATRICK ELLIANO, ACIO
Converged Communications Bureau

GIL MEJIA, ACIO
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Dear Dan Bates:

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Please let me know if you have any questions or concerns.

Regards,

Gus Vazquez
Information Technology Manager

Acosta, Ofelia

From:	RCIT H-11 System <RCIT-ProcurementNotification@rivcoit.org>
Sent:	Tuesday, January 30, 2018 8:11 AM
To:	OFELIA ACOSTA
Subject:	H-11 Procurement Request - Recommended: PR2018-06455 CRM:0059482

Your H-11 procurement request MCC 7100 Dispatch Console Equipment submitted on 1/22/2018 8:39 AM has been recommended by TSOC. At this time, you will need to complete your departmental procurement process.

H-11 Procurement Number:
PR2018-06455

Description:
The Emergency Management Department EMS Agency is requesting the upgrade of aging communications equipment located in the Riverside County Medical and Health Communications Center (MH COMM). .

Approved by TSOC

Sincerely,
RCIT H-11 System