

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.24  
(ID # 8321)

MEETING DATE:

Tuesday, November 6, 2018

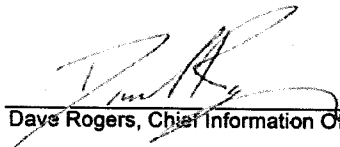
FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:


SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Amendment and Extension of the System Upgrade Agreement (SUA II) with Motorola Solutions, Inc., and Authorize the Chairman of the Board to Execute. All Districts [ Total Cost: \$13,436,546 up to \$140,000 annually in additional compensation]; 100% RCIT PSEC Operations Fund 45520 (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amendment and Extension of the System Upgrade Agreement (SUA II) with Motorola Solutions, Inc. to extend the term for an additional ten years beginning January 1, 2019 thru December 31, 2028, without seeking competitive bids for a total cost of \$13,436,546, and authorize the Chairman of the Board to execute the Amendment on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on availability of fiscal funding and as approved by County Counsel to sign amendments to the SUA II Agreement that do not change the substantive terms of the Agreement, and do not increase the annual contract amount by more than 10 percent of the annual contract amount.

ACTION:

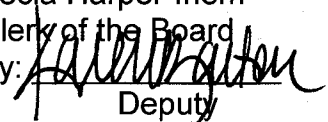
  
Dave Rogers, Chief Information Officer 10/25/2018

  
Kevin Vest, Assistant Sheriff 10/26/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: November 6, 2018  
xc: RCIT, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,365,373	\$ 1,372,456	\$ 13,436,546	NTE \$ 1,394,891
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% RCIT PSEC Operations Fund 45520</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19 - 28/29

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

On December 17, 2013 item 3.47, the Board of Supervisors approved the Software Upgrade Agreement ("SUA II") with Motorola Solutions, Inc. ("Motorola") through December 31, 2018 for a total contract amount of \$4,878,000.

The SUA II provides bi-annual software enhancements and hardware upgrades to the PSEC system. This Amendment would allow the County to continue receiving these upgrades and support the County's Motorola Astro 25 Radio System (the "System"). The County will be provided with the hardware and software updates necessary to maintain the System at the highest level of support and availability. Motorola annually releases major system and hardware upgrades that allow agencies to keep their systems current; without an agreement in place, the County would be required to purchase these enhancements individually at a higher cost.

The table below depicts the costs of purchasing the updates in a four, six, and ten-year term amendments. The recommended action to extend the SUA II term and purchase the 10-year option will allow the County to lock in prices for the upgrades in accordance with today's market prices.

SUA Term	2019	2020	2021	2022	2023
10 Year	\$1,365,373	\$1,372,456	\$1,379,732	\$1,387,210	\$1,394,891
6 Year	\$1,441,227	\$1,448,703	\$1,456,383	\$1,464,277	\$1,472,385
4 Year	\$1,517,081	\$1,524,951	\$1,533,035	\$1,541,344	\$1,549,879
10 Year Annual Savings	\$151,708	\$152,495	\$153,303	\$154,134	\$154,988

SUA Term	2024	2025	2026	2027	2028
10 Year	\$1,278,598	\$1,292,756	\$1,307,148	\$1,321,775	\$1,336,608
6 Year	\$1,349,631	-----	-----	-----	-----
4 Year	\$1,420,664	\$1,436,396	\$1,452,387	\$1,468,639	\$1,485,120
10 Year Annual Savings	\$142,066	\$143,640	\$145,239	\$146,864	\$148,512
<b>Total Savings for 10-Year Term</b>				<b>\$1,492,949</b>	

Note: Grayed out numbers represent estimated pricing since 4-year contract terms would have to be renegotiated.

Additionally, the 10-year option allows for flat long-term budgeting and \$1.5M in savings over the ten years; these savings are realized in the PSEC user rates. The County may cancel at any time and only be obligated to pay for upgrades taken on the system plus the previous three years of discounts.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

During the negotiations for the SUA II between Motorola and the Riverside County PSEC Information Technology Manager, Motorola agreed on several hardware, software, and services solutions to best meet the functional and operational specifications of the County, which will ensure a seamless process each time the System is due for an upgrade.

**Impact on Residents and Businesses**

Public Safety agencies in Riverside County, as well as City of Corona, City of Riverside, City of Banning, City of Murrieta Police Departments, and University of California, Riverside rely on the PSEC system to serve and protect the community. It is of utmost importance that the radio system is updated to remain operational and support the need for Public Safety-first responders to communicate. In the event of any incident, large or small, Public Safety-First Responders will continue to rely on an operational communication system as they serve the needs of the public.

**Additional Fiscal Information**


The FY 18/19 RCIT-PSEC Operations budget has sufficient appropriations for the current year's costs. The budget was built with the assumption that in FY 18/19 the PSEC user rates would be paying the first payment for the Motorola System Upgrade Agreement.

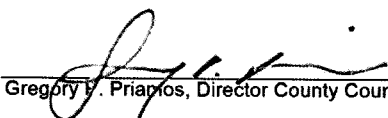
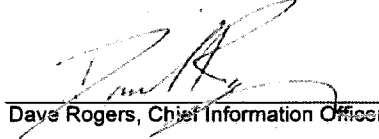
The cost of this SUA II will be factored into the PSEC user rates for the remaining Fiscal Years.

**ATTACHMENTS (if any, in this order):**

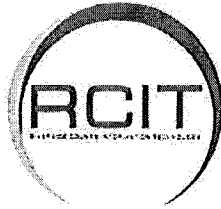
**ATTACHMENT      SUA II Agreement**

**ATTACHMENT      Sole Source Justification Form**

 Teresa Summers, Director of Purchasing	10/30/2018	 Ivan Chand, Deputy County Executive Officer	10/30/2018
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 Gregory Priamos, Director County Counsel	10/30/2018	 Dave Rogers, Chief Information Officer	10/25/2018
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DAVE ROGERS  
Assistant County Executive Officer  
Chief Information Officer



LOUIS RAJA ARUL DOSS, ACIO  
Enterprise Applications Bureau  
PATRICK ELLIANO, ACIO  
Converged Communications Bureau  
GIL MEJIA, ACIO  
Technology Services Bureau

JIM SMITH  
Chief Technology Officer

Date: October 23, 2018  
From: Gustavo Vazquez, PSEC ITM III  
To: Board of Supervisors/Purchasing Agent  
Via: Marissa Real (951) 955-0629  
Subject: Sole Source Procurement; Request for Motorola System Upgrade Agreement (SUA)

The below information is provided in support of my Department requesting approval for a sole source.

1. Supplier being requested: Motorola Solutions, Inc.
2. Vendor ID: 000000000000265
3.  Single Source                       Sole Source  
(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? (If yes, please provide the approved sole or single source number).

Yes                                       No  
SSJ# 14-271

- 4a. Was the request approved for a different project?

Yes                                       No

5. Supply/Service being requested:  
Motorola System Upgrade Agreement II (SUAII) provides for bi-annual software enhancements and hardware upgrades to the PSEC system. Motorola will release major system and hardware updates that will allow agencies to keep their systems current. Without an agreement in place the County would be required to purchase these enhancements individually at a higher cost.
6. Unique features of the supply/service being requested from this supplier.  
Motorola produces, certifies, and issues all system software and hardware modifications, patches, upgrades, and all other system related changes.

**DAVE ROGERS**  
 Assistant County Executive Officer  
 Chief Information Officer



**LOUIS RAJA ARUL DOSS, ACIO**  
 Enterprise Applications Bureau  
**PATRICK ELLIANO, ACIO**  
 Converged Communications Bureau  
**GIL MEJIA, ACIO**  
 Technology Services Bureau

**JIM SMITH**  
 Chief Technology Officer

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The Motorola System Upgrade Agreement II (SUAll) is a complete package of hardware, software and implementation services required to update the PSEC Radio System up to a level consistent with the latest system releases providing continuity of operation, expandability into the future, ten years plus of system life, ensuring the best cyber security and risk reduction and transference as expressed in the letter attached from Motorola Solutions Inc.

**8. Period of Performance:** From: January 1, 2018 to December 31, 2028  
 (total number of years)

Is this an annually renewable contract?  No  Yes  
 Is this a fixed-term agreement:  No  Yes

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. 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. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

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<b>Total Savings for 10-Year Term</b>				<b>\$1,492,949</b>	

Note: Grayed out numbers represent estimated pricing since 4-year contract terms would have to be renegotiated.

**10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)**

The table above depicts the costs of purchasing the updates in a four, six, and ten-year term amendments. The recommended action to purchase the 10-year option will allow the County to lock in prices for the upgrades in accordance with today's market prices. Additionally, the 10-

DAVE ROGERS  
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year option allows for flat long-term budgeting and \$1.5M in savings over the ten years; these savings are realized in the PSEC user rates.

During the negotiations for the SUA II agreement between Motorola and the Riverside County, the PSEC Information Technology Manager and Motorola agreed on several hardware, software, and services solutions that were not included in the previous agreement to best meet the functional and operational specifications of the County, which will ensure a seamless process each time the system is due for an upgrade.

11. Projected Board of Supervisor Date (if applicable): November 6, 2018  
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

 Department Head Signature (or designee)      David Rogers      Print Name      10-30-18      Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve      Approve with Condition/s      Disapprove

Condition/s:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Not to exceed:

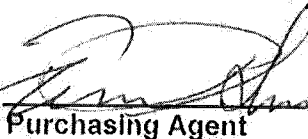
One-time \$ \_\_\_\_\_

Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)

(If Annual Amount Varies each FY)

FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_

\* As per cost table for 10-year option.

 Purchasing Agent      10/30/18      Date      19-077      Approval Number  
(Reference on Purchasing Documents)

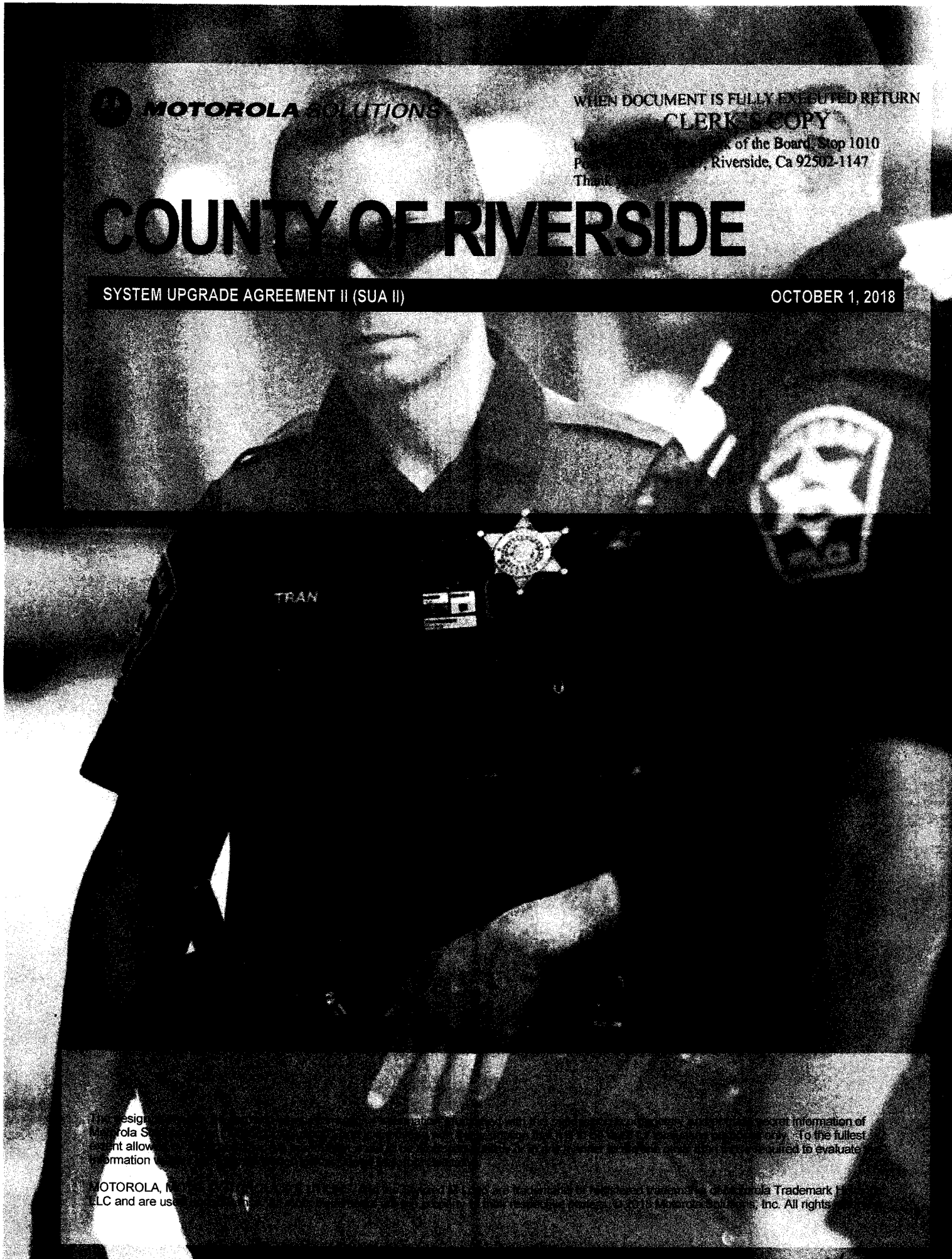


WHEN DOCUMENT IS FULLY EXECUTED RETURN  
 CLERK'S COPY  
 to: Clerk of the Board, Stop 1010  
 Riverside, Ca 92502-1147  
 Thank

# COUNTY OF RIVERSIDE

SYSTEM UPGRADE AGREEMENT II (SUA II)

OCTOBER 1, 2018



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NOV 06 2018 3.24



October 1, 2018

Gustavo Vazquez  
County of Riverside  
7195 Alessandro Blvd  
Riverside, CA 92506

Dear Mr. Vazquez:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide The County of Riverside with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of the County, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is to upgrade and support your Motorola Astro 25 Radio System with Upgrade and Support Services. The County will be provided with the hardware and software updates necessary to maintain your system at the highest level of support and availability.

This proposal is subject to the enclosed Amendment and Extension of SUA II Agreement ("Amendment"), together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter. The County may accept the proposal by delivering to Motorola the Amendment signed by the County. Alternatively, Motorola would be pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Joe Warner, at (312) 204-9300, (Joseph.warner@motorolasolutions.com).

We thank you for the opportunity to furnish the County with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,  
MOTOROLA SOLUTIONS, INC.

A handwritten signature in black ink, appearing to read 'Travis Boettcher'.

Travis Boettcher  
Vice President



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SECTION 1

# LAND MOBILE RADIO (LMR) LIFECYCLE SUSTAINMENT

Lifecycle management (Figure 1-1) of your LMR network is key to keeping it secure, operational, expandable, and up-to-date. Throughout the lifecycle of your LMR network maintenance and sustainment activities will be required. Some activities will occur daily (for example, network health monitoring) when needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic refresh of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services your LMR network will be able to support your communications requirements well into the future.

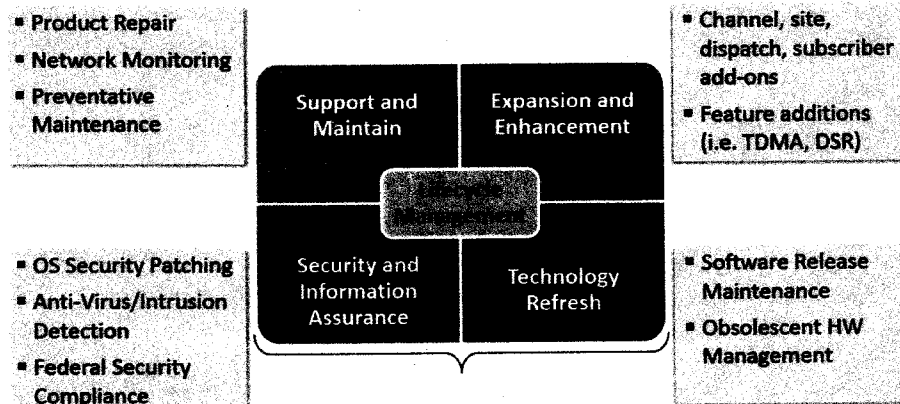


Figure 1-1: Lifecycle Management

Your ASTRO 25 Land Mobile Radio (LMR) system is an integrated end-to-end solution that delivers mission-critical land mobile radio services. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. 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, un-updated systems may not be able to take advantage of advancements in technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well-developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these 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. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

## 1.1 SYSTEM UPGRADE AGREEMENT II

The Motorola System Upgrade Agreement II (SUA II) is a complete package of hardware, software and implementation services required to update the ASTRO 25 system once in a two-year period to a level consistent with the latest systems release shipping from the factory (Table 1-1).

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, and network management positions). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation and with minimal reliance on owner resources. Motorola SUA II ensures that an ASTRO 25 system continues to perform at the highest level of operation, allows for expansion and feature enhancement, and maximizes the lifespan of the investment. For owners committed to upgrading their system on a regular basis, SUA II provides a consistent, budgeted solution that delivers complete coverage.

**Table 1-1: Included Features**

Included Features	SUA II
Minor Release (patch release)	✓
Major Release (system release)	✓
Implementation Services	✓
Major upgrade in a 2-year period <sup>1</sup>	1
Hardware Refresh <sup>2</sup>	✓

<sup>1</sup> As major system releases become available, Motorola agrees to provide the system owner 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.

<sup>2</sup> Hardware refresh includes version updates and/or replacements for Motorola field replaceable units (FRU) and third-party networking and computing hardware provided by Motorola. Note that replacement of Gold Elite consoles and QUANTAR base radios are not included in this refresh.

- Minor releases may include commercial operating system (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 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.
- Implementation services include all in-house and on-site resources to implement and test the major release update.



SECTION 2

# SCOPE 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 software 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. Security Update Service (SUS) coverage is included as part of the SUAII.
- 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 system upgrade 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 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, including subscriber software, 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: High Performance Data ("HPD") Fixed Network Equipment ("FNE"), base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE 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.



*Note: The HPD FNE of the Riverside County ASTRO 25 network will be supported and tested as part of the ASTRO upgrade releases through 2023. Motorola will work with the County to evaluate the feasibility of separating the HPD FNE from the primary voice network after 2023 and maintaining the HPD system as a standalone data network and at a state release level (i.e. Z Release). Expansion to the HPD FNE through the addition of zones or GTR 8000 base stations is not planned to be supported beyond December 31, 2018. The opportunity to expand the HPD mobile units by adding additional HPD 1000 modems will also end on December 31, 2018. Beyond 2018 MSI will make commercially reasonable efforts to support these components through 2023.*

- 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 software releases are tested for backwards compatibility prior to being released. 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. No field testing of subscribers will be done as part of the SUAII upgrade.
- 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 it is obsolete and out of OEM vendor manufacturer support. 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. The County retains the right to request hardware replacement if required to enable a current "Standard" (no-cost option) feature at time of upgrade.

*Note: Motorola's SUA proposal includes migration of the system to Ethernet communication. Motorola will provide the necessary routers to handle an Ethernet backhaul. But the Ethernet backhaul and MPLS equipment will be handled through a separate proposal.*

- 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

Prior to each upgrade, Motorola will review with the Customer all software and hardware that will be refreshed. Motorola will provide an inventory list at least 6 months prior to each upgrade. This is part of the planning process.

- 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 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 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 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 system upgrade.
  - 1.14.6 Field installation labor required to perform the system upgrade.
  - 1.14.7 Upgrade operations engineering labor required to perform the 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. Discuss with the Customer the probable impact to third party systems that interface with the upgrade, and make available APIs as needed in accordance with normal pricing and API terms and conditions.
- 2.1.1.5 Inform Customer of high speed internet connection requirements.
- 2.1.1.6 Assign program management support required to perform the system upgrade.
- 2.1.1.7 Assign field installation labor required to perform the system upgrade.
- 2.1.1.8 Assign upgrade operations engineering labor required to perform the 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-speed connection are provided in Appendix C. 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 Test Customer high speed internet to determine connections meet specifications.
    - 2.2.1.2 Verify DCD server has the appropriate software and is operational.
    - 2.2.1.3 Perform appropriate system backups.
    - 2.2.1.4 Work with the Customer to validate that all system maintenance is current.
    - 2.2.1.5 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.
    - 2.2.1.6 Verify Service Automation Satellite Server is working.
    - 2.2.1.7 Prepare documentation for the Customer's Change Control Procedures that include: (1) Summary of Change; (2) Components to be Changed; (3) Impact of Change; (4) Installation Plan; (5) Test Plan; and (6) Backout Procedures.



- 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.
    - 2.3.1.2 Execute the Test Plan to ensure proper system operation.
  - 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.
    - 2.3.2.3 Participate in the Test Plan and provide final approval for proper system operation.
- 2.4 Upgrade Completion
  - 2.4.1 Motorola responsibilities
    - 2.4.1.1 Validate all 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.
    - 2.4.1.4 Provide Customer with configuration files for the system.
    - 2.4.1.5 Motorola will seek to resolve outstanding punchlist items related to implementation as quickly as possible based on commercially reasonable efforts. Motorola will keep resources, including a System Technologist, assigned to the project until punchlist items are resolved and the upgrade is completed.
  - 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 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.
- 3.3 Genesis products are not included. However, a resource from Genesis will be on-site for five days during the console upgrade. This SUA includes five Genesis on-site events over the ten year SUA term.
- 3.4 Radio IP and other agencies IP loggers from are not included.
- 3.5 City of Riverside CAD is not included in this agreement.



- 3.6 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).
- 3.7 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 will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.2 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.
- 4.3 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.
- 4.4 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. In the unlikely event that Motorola is unable to successfully complete an upgrade, we will revert the system to a supported state while working to complete the upgrade. We will reschedule at the first available opportunity.
- 4.5 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.

## Warranties and Disclaimer

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. 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 this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, 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 solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. 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 VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.



## APPENDIX A: ASTRO 25 SYSTEM RELEASE UPGRADE PATHS

Release Date	Platform Release	Available Upgrade Paths	
Nov-12	7.13	7.14	7.15
Nov-13	7.14	7.15	7.16 (planned)
Nov-14	7.15	7.16 (planned)	7.17 (planned)
Nov-15	7.16 (planned)	7.17 (planned)	7.18 (planned)
Nov-16	7.17 (planned)	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.



## 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.

### 2.1.1 County of Riverside

Description	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Core</b>										
Master Site Configuration	M3	M3	M3	M3	M3	M3	M3	M3	M3	M3
Zones in Operation (Including DSR and Dark Master Sites)	1	1	1	1	1	1	1	1	1	1
Zone Features: IV&D, OTAR, TDMA, CNI, HPD, CSMS, POP25, Text Messaging, Outdoor Location, KMF	13	13	13	13	13	12	12	12	12	12
<b>RF System</b>										
Voice RF Sites & RF Simulcast Sites	118	118	118	118	118	118	118	118	118	118
Repeaters/Stations (FDMA)	0	0	0	0	0	0	0	0	0	0
Repeaters/Stations (TDMA)	438	438	438	438	438	438	438	438	438	438
HPD RF Sites	27	27	27	27	27	0	0	0	0	0
HPD Stations	27	27	27	27	27	0	0	0	0	0
<b>Dispatch Console System (Includes Cities' Consoles Currently Connected to PSEC and CAM Servers)</b>										
Dispatch Sites	10	10	10	10	10	10	10	10	10	10
Gold Elite Operator Positions	0	0	0	0	0	0	0	0	0	0
MCC 7500 Operator Positions (GPIOM)	0	0	0	0	0	0	0	0	0	0
MCC 7500 Operator Positions (VPM)	63	63	63	63	63	63	63	63	63	63
Console Alias Manager (CAM)	3	3	3	3	3	3	3	3	3	3
Conventional Channel Gateways (CCGW)	53	53	53	53	53	53	53	53	53	53
Conventional Site Controllers (GCP 8000 Controller)	10	10	10	10	10	10	10	10	10	10
<b>NICE Logging System</b>										



Description	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Number of AIS Servers	4	4	4	4	4	4	4	4	4	4
Number of NICE Voice Logging Recorders	2	2	2	2	2	2	2	2	2	2
Number of NICE Logging Replay Clients	5	5	5	5	5	5	5	5	5	5
<b>Network Management and MOSCAD NFM</b>										
Network Management Clients	5	5	5	5	5	5	5	5	5	5
MOSCAD NFM Systems	2	2	2	2	2	2	1	2	2	2
MOSCAD NFM RTUs	79	79	79	79	79	79	79	79	79	79
iUEM Clients	2	2	2	2	2	2	2	2	2	2
POP 25 Clients	2	2	2	2	2	2	2	2	2	2
KMF Clients	2	2	2	2	2	2	2	2	2	2
<b>Fire Station Alerting (FSA)</b>										
FSA Systems	0	0	0	0	0	0	0	0	0	0
FSA RTUs	0	0	0	0	0	0	0	0	0	0
FSA Clients	0	0	0	0	0	0	0	0	0	0
<b>Subscribers</b>										
Voice Subscribers non-APX	0	0	0	0	0	0	0	0	0	0
Voice Subscribers APX	6260	6260	6260	6260	6260	6260	6260	6260	6260	6260
HPD Subscribers	1484	1484	1484	1484	1484	0	0	0	0	0
<b>Training</b>										
# of onsite, instructor-led, 3-day training sessions	1	1	1	1	1	1	1	1	1	1

## 2.1.2 County of Riverside Spares

PSEC Spares	
Qty	Description
7	RDM/SC Cards
6	GTR8000 Power Supply
5	GTR8000 PA's
5	GPS Antenna for Simulcast Sites
5	S2500 Routers

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

System Upgrade Agreement II (SUA II)

2	Dual Diversity TTA CMU
1	Single Diversity TTA CMU
4	S6000 Routers
6	SDM 3000 (MOSCAD)
9	GTR8000 Fan Covers w/Fans
2	GTR8000 Assembly w/Power supplies
1	Prime Site NTP Server
1	Master Site NTP Server
1	DDM Card for TRAK 9100
1	Paradyne Modem for Master Site
<b>Paradise Site Spares</b>	
Qty	Description
7	7/800 Channel Cards
2	RDM's
7	PA's
7	Power Supplies
2	X-Hub's
2	Tx Combiners 7/800MHz
2	Bird ACM-500
2	S2500 Routers
1	TTA CMU Single Diversity
1	SDM 3000 (MOSCAD)
2	RMC
5	Fan Covers w/Fans
1	Fan Covers
<b>Palo Verde Site Spares</b>	
Qty	Description
3	7/800 Channel Cards
2	Site Controllers
3	PA's
4	Power Supplies
1	Tx Combiners 7/800MHz



1	Bird ACM-500
2	S2500 Routers
1	TTA CMU Single Diversity
1	SDM 3000 (MOSCAD)
1	RMC
3	Fan Covers w/Fans
<b>Blythe Rancho Carillo Site Spares</b>	
Qty	Description
3	VHF Channel Cards
2	Site Controllers
3	PA's
3	Power Supplies
1	X-Hub's
1	Tx Combiner VHF
1	Bird ACM-500
2	S2500 Routers
1	TTA VHF CMU
1	Pro Curve HP Switch
3	Fan Covers w/Fans



## APPENDIX C: HIGH-SPEED CONNECTIVITY SPECIFICATIONS

### Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1 at release 7.17 or earlier.
- The minimum supported link between the core and the zone is Ethernet at planned release 7.18 and planned later releases.
- Any link must realize 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. 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.



SECTION 3

# PRICING SUMMARY

Motorola has provided pricing detail and summary information on the following pages.



### 3.1 COUNTY OF RIVERSIDE AND PSEC CITY PRICING DETAIL

County of Riverside											
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
*Lifecycle Products w/ SUS											
**SUA II with SUS	\$1,345,601	\$1,360,157	\$1,374,933	\$1,389,939	\$1,405,180	\$1,420,664	\$1,436,396	\$1,452,387	\$1,468,639	\$1,485,120	
HPD	\$171,480	\$164,794	\$158,103	\$151,405	\$144,699	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Subtotal, if contract is executed by 12/17/18</b>	<b>\$1,517,081</b>	<b>\$1,524,951</b>	<b>\$1,533,035</b>	<b>\$1,541,344</b>	<b>\$1,549,879</b>	<b>\$1,420,664</b>	<b>\$1,436,396</b>	<b>\$1,452,387</b>	<b>\$1,468,639</b>	<b>\$1,485,120</b>	
Four Year Term	\$1,517,081	\$1,524,951	\$1,533,035	\$1,541,344							
Six Year Term Discounts	(\$75,854)	(\$76,248)	(\$76,652)	(\$77,067)	(\$77,494)	(\$71,033)					
Six Year Term Special Pricing, if contract is executed by 11/9/2018	\$1,441,227	\$1,448,703	\$1,456,383	\$1,464,277	\$1,472,385	\$1,349,631					
Ten Year Term Discounts	(\$151,708)	(\$152,495)	(\$153,303)	(\$154,134)	(\$154,988)	(\$142,066)	(\$143,640)	(\$145,239)	(\$146,864)	(\$148,512)	
Ten Year Term Special Pricing, if contract is executed by 11/9/2018	\$1,365,373	\$1,372,456	\$1,379,732	\$1,387,210	\$1,394,891	\$1,278,598	\$1,292,756	\$1,307,148	\$1,321,775	\$1,336,608	

\*Note: Tech Support is included under the County of Riverside Maintenance Agreement.

\*\*Note: Includes Genesis On-Site Resource only during upgrades. Motorola is not responsible for Genesis migration and operation of custom built Genesis product within the AS/RS system. The County is responsible for contracting directly with Genesis for ongoing maintenance and compatibility with Motorola's upgrade versions.

### 3.2 PRICING SUMMARY

SUA II and Services Description	Total (4 Yr )	Total (6 Yr )	Total (10 Yr )
<b>SUA II for County of Riverside</b>	<b>\$6,116,411</b>	<b>\$8,632,606</b>	<b>\$13,436,546</b>
<i>Subtotal &amp; 4 Yr Term pricing is valid for an executed contract by 12/17/2018.</i>			
<i>6 &amp; 10 Yr Term pricing is valid for an executed contract by 11/9/2018</i>			

Motorola will provide the County of Riverside ten (10) GGM 8000 gateways to replace S2500 routers prior to commencement of the SUA II Extension Agreement referenced herein. Motorola has included two days of ST time, only, to generate and load TNCT files. The TNCT files program the gateways for their particular functions at the sites. Additional work may be required and quoted if the gateways will be incorporated at the master site, prime site, RF sites or as part of the CEN design. Motorola will deliver the 10 GGM 8000 to the County for your use.

The County of Riverside is responsible for delivering and installing the 10 GGM 8000 gateways at the remote sites. Motorola has not included remote site work for this deliverable.

The remaining S2500 routers in the existing system will be replaced according to the Extension Agreement upgrade schedule at no charge to County of Riverside. If the remaining S2500 routers get upgraded to another model router other than the GGM 8000, Motorola will upgrade the ten (10) GGM 8000's as well.

SECTION 4

# CONTRACT TERMS

## AMENDMENT AND EXTENSION OF SUA II AGREEMENT

Motorola Solutions, Inc. ("Motorola") and the County of Riverside ("Customer") previously entered into a System Upgrade Agreement on or about December 31, 2013 (the "SUA II Agreement"), pursuant to which Motorola agreed to sell and Customer agreed to purchase SUA II services through December 31, 2018. The Parties now wish to amend and extend for ten (10) additional years the SUA II Agreement as set forth in more detail in the Motorola Proposal dated September 18, 2018 (the "Proposal").

THEREFORE, the Parties agree as follows:

1. The term of the SUA II Agreement is extended for an additional ten (10) years, with the extension commencing on January 1, 2019 and continuing through December 31, 2028. Section 4.6 of the SUA II Agreement is amended so that the Term of the agreement now runs through December 31, 2028.
2. Section 7.1 of the SUA II Agreement, Price, is amended to add to the Contract Price the price for the additional ten (10) years of SUA II services. The Contract Price for the additional ten (10) years of SUA II services is \$ \$13,436,546, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription program with annual payments in advance, payment terms are not based on a payment milestone schedule. The Contract Price for the SUA II services currently covered by the SUA II Agreement through December 31, 2018 does not change.
3. Customer affirms that a purchase order or notice to proceed is not required to pay each year 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 Amendment, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement.
4. As indicated in the Proposal, Motorola has agreed to provide to Customer certain router equipment and related services. The price for this router equipment and the related services is \$ \$0, excluding applicable sales or use taxes. In exchange for Customer executing this Amendment and Extension of the SUA II Agreement to add the additional ten (10) years of SUA II services, Motorola agrees to apply a 100% discount to the price of the router equipment and related services (subject to the provisions of Section 8 below).
5. The Customer will provide a designated project manager for each upgrade; all approvals that are necessary for Motorola to perform its work at the work sites; and access to the work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Statement of Work. The Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry standards. To the extent applicable, the Customer will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines.
6. The SUA II annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

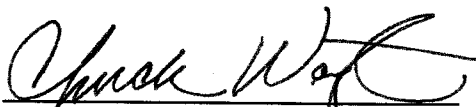


7. If Customer terminates the SUA II services and contractual commitments before the end of the additional ten (10) year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the additional ten (10) year commitment.
8. At the end of 2019 and each year after, a CPI percentage change calculation shall be performed. If the annual inflation rate increases greater than 5% during the previous year, Motorola shall have the right to increase all future prices by the CPI increase amount exceeding 5%. The Consumer Price Index for the Riverside-San Bernardino-Ontario area (All Items, Not seasonally adjusted with Base Period 1982-1984=100) shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.
9. Except as modified by this Amendment and Extension, the SUA II Agreement remains unmodified and in full force and effect.
10. This Amendment and Extension is effective upon the last signature date below.

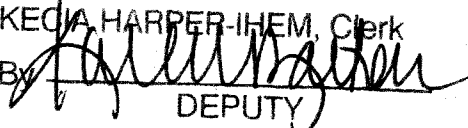
**Motorola Solutions, Inc.**

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

**County of Riverside**

By:   
Name: CHUCK WASHINGTON  
Title: CHAIRMAN, BOARD OF SUPERVISORS  
Date: NOV 06 2018

FORM APPROVED COUNTY COUNSEL  
BY:  10/30/18  
SUSANNA N. OH DATE

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By:   
DEPUTY