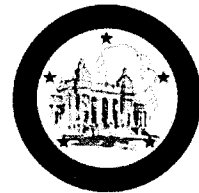


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.31

(ID # 11454)

**MEETING DATE:**

Tuesday, December 17, 2019

**FROM:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY - PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC): Approve the Professional Service Agreement for the renewal of Proprietary Technical Support Programs and Software Maintenance with Motorola Solutions, Inc. for the PSEC Radio System without seeking competitive bids for four years and six months, All Districts. [Total Cost \$704,495, up to \$70,449 in additional compensation, RCIT PSEC Budget- 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Professional Service Agreement for the renewal of proprietary Technical Support Programs and Software Maintenance with Motorola Solutions, Inc. for the PSEC Radio System without seeking competitive bids, for a total of \$704,495 from January 1, 2020 through July 31, 2024;
2. Authorize the Chairman of the Board to sign three (3) copies of the Agreement on behalf of the County;
3. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the Agreement; and
4. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Information Technology Department for distribution.

**ACTION:Policy**

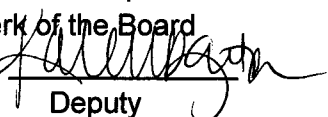
  
Dave Rogers, Assistant County Executive Officer / CIO 12/4/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 17, 2019  
xc: RCIT

Kecia R. Harper  
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>	\$ 71,961	\$ 160,593	\$ 704,495	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: RCIT PSEC Budget -100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20-23/24</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside County Information Technology (RCIT) Public Safety Enterprise Communications (PSEC) is requesting to enter into a new Service Agreement with Motorola to continue receiving technical support, maintenance and service for the PSEC radio system infrastructure equipment and the Motorola NICE Logging Recorder System. This multi-year agreement will start January 1, 2020 through July 31, 2024, with a total cost of \$704,495. The recommended action is to approve the multi-year agreement with Motorola, which will allow the County to lock in prices for maintenance and support in accordance with today's market prices.

The Regional Countywide radio system provides mission critical communication for the County's Public Safety-first responders. The system supports approximately 24 million calls annually in Riverside County. The NICE MCC 7500 Logging Recorder is a mission critical digital logging system utilized by Sheriff dispatch to record audio files from the radio system. The Motorola Technical Support and Service agreement provides centralized remote telephone support for technical issues that require a high level of Motorola communications systems expertise as well as the ability to remotely troubleshoot the radio system infrastructure equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in diagnosis and resolution of system performance issues. The SSC provides the real time diagnostic expertise, specific to the infrastructure, to address time critical system failures that would impact public safety communications. Motorola is the only vendor that has a solution that interfaces into the PSEC system and allows the radio system management functionality.

**Impact on Residents and Businesses**

Public safety agencies in Riverside County, rely on the PSEC system to provide communications for first responders and emergency management teams who serve and protect the community. The PSEC system provides critical countywide communication for these agencies. Maintaining these products will facilitate the greatest level of safety and support for the residents and visitors of Riverside County. There is no negative impact on residence and businesses with the approval of this agreement.

**Additional Fiscal Information**

Below is the cost summary funded 100% by RCIT PSEC (45520) operating budget.

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

Description	FY 19/20 Amount	FY 20/21 Amount	FY 21/22 Amount	FY 22/23 Amount	FY 23/24 Amount	Total
Astro Technical Support	\$46,029.14	\$102,721.69	\$ 97,664.62	\$100,594.56	\$103,612.39	\$450,622.40
Sp-Astro Technical Support Service	\$5,683.50	\$12,683.68	\$ 12,059.25	\$12,421.03	\$12,793.66	\$55,641.12
Nice Silver Package	\$20,248.50	\$41,187.90	\$ 42,963.27	\$44,252.17	\$45,579.73	\$194,231.57
Total	\$71,961.14	\$160,593.27	\$152,687.14	\$157,267.76	\$161,985.78	<b>\$704,495.00</b>

**Contract History and Price Reasonableness**

A Request for Quote (RFQ) #ITARC-256A was released June 30, 2014, Motorola was the only respondent for maintenance and support of the radio system infrastructure equipment and the Motorola Logger NICE recorder system to support and maintain the system, including the MCC7500 NICE Recorders at Alessandro, Palm Desert and Blythe. On March 24, 2015, agenda item 3-28 the Board approved the agreement with Motorola to provide technical maintenance and security upgrades to the equipment.


The Riverside County Information Technology Department has negotiated with Motorola to provide the Radio system and NICE logging recorder Technical Support Services and maintenance for 4 years and 6 months to the County of Riverside. The price of the product support is in line with the previous product support contract and CPI. Pricing is consistent with other Public Safety users of these products.

**ATTACHMENTS:**

1. Sole Source Justification Form
2. Agreement No. PSA-0001505

  
Teresa Summers, Director of Purchasing 12/9/2019

  
Venus Brambila 12/10/2019

  
Gregory E. Priamos, Director County Counsel 12/10/2019

**PROFESSIONAL SERVICE AGREEMENT**

for

**TECHNICAL SUPPORT PROGRAMS AND SOFTWARE MAINTENANCE**

between

**COUNTY OF RIVERSIDE**

and

**MOTOROLA SOLUTIONS, INC.**



<b><u>SECTION HEADING</u></b>	<b><u>TABLE OF CONTENTS</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services		3
2. Period of Performance		3
3. Compensation		3
4. Alteration or Changes to the Agreement		5
5. Termination		5
6. Ownership/Use of Contract Materials and Products		6
7. Conduct of Contractor		7
8. Inspection of Service: Quality Control/Assurance		7
9. Independent Contractor/Employment Eligibility		8
10. Subcontract for Work or Services		9
11. Disputes		9
12. Licensing and Permits		10
13. Use by Other Political Entities		10
14. Non-Discrimination		10
15. Records and Documents		11
16. Confidentiality		11
17. Administration/Contract Liaison		11
18. Notices		12
19. Force Majeure		12
20. EDD Reporting Requirements		12
21. Hold Harmless/Indemnification		12
22. Insurance		13
23. General		14
Exhibit A-B: Scope of Service		18
Exhibit C - Payment Provisions		30
Attachment I – Service Terms and Conditions		31

This Agreement made and entered into this 1<sup>st</sup> day of January 2020, by and between Motorola Solutions, Inc., a Delaware corporation (herein referred to as "CONTRACTOR" or "Motorola"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A and Exhibit B, Scope of Services, at the prices stated in Exhibit C, Payment Provisions; and Attachment I, for reference to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit C. CONTRACTOR is not to perform services or provide products outside of the Agreement. The only products expected to be applicable to this Agreement are the software, parts, components or replacement equipment for the NICE products or the software patches/updates provided under the Security Update Service.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**1.5** Nothing in this Agreement shall be interpreted to supersede the terms of the original PSEC agreement between the parties, to the extent such terms remain in effect.

**2. Period of Performance**

**2.1** This Agreement shall be effective on the 1<sup>st</sup> day of January 2020 and continues through July 31, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by

COUNTY to CONTRACTOR shall not exceed seven hundred four thousand, four hundred ninety-five dollars (\$704,495) total aggregate amount including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in the Agreement Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). After the first year of the award, CONTRACTOR may, but is not obligated to, increase the price annually by no more than 3%, provided it gives COUNTY a minimum of 90 days advance notice in writing. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR. CONTRACTOR will submit the invoice, and COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology

Attn: Accounts Payable

3450 14th Street, 4th Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PSA-0001505; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered annually in advance.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect. If the Agreement

is terminated under this Section 3.4 and the COUNTY has made any prepayments for the terminated period, then CONTRACTOR will either refund or credit that prepayment amount as the COUNTY chooses.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** 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. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination;  
and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** Except for provisions that survive the expiration or termination of the Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR specifically for COUNTY and not for more general purposes (but not any underlying intellectual property rights used to create these materials) for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-

employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR

shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party (other than with NICE which is approved by the COUNTY) for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

To the extent applicable to the work provided under this Agreement, CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental

agencies with jurisdiction and shall maintain these throughout the term of this Agreement. This Agreement does not involve any land use approvals or building permits.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County that uses the COUNTY's radio communications system. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY at reasonable times and locations and at COUNTY's expense. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY. CONTRACTOR has no duty to provide its confidential or trade secret information.

**16. Confidentiality**

**16.1** Each party shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Information Technology

Attn: Procurement Contract Specialist

Manager

3450 14th Street, 4th Floor

Riverside, CA 92501

**CONTRACTOR**

Motorola Solutions, Inc.

Attn: Gil Smith, Customer Support

6450 Sequence Drive

San Diego, CA 92121

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the

COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification/Limitation of Liability**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon by any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives to the extent arising out of CONTRACTOR's negligence, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action covered by the above indemnity provision.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.5** NEITHER CONTRACTOR NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. NEITHER CONTRACTOR NOR ITS AFFILIATES WILL BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. COUNTY AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE, DELIVERY OR USE OF PRODUCTS, NEITHER CONTRACTOR NOR ITS AFFILIATES WILL BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY COUNTY FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; OR (B) \$250,000.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, applicable agents, or applicable representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall include the COUNTY as Additional Insured. Policy's limit of liability shall be \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount of \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall include the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance authorized agent to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and copies of required Endorsements effecting coverage as required herein after contract execution. In the event of a material modification, cancellation, expiration, or reduction in required coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed PDF Certificate of Insurance and copies of required endorsements thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished PDF Certificate (s) of Insurance and copies of required endorsements as required in this Section. An individual authorized by the insurance carrier shall execute the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of

work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement with written agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down similar insurance obligations contained herein to all tiers of subcontractors working under this Agreement. Insurance shall be determined per scope of work of each subcontractor by contractor.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY (except that NICE Logging Recorder will be a lower tier subcontractor concerning the NICE logging recorder equipment and software). Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. In the event of any conflict or inconsistency between this Agreement and the attachments or exhibits, the terms of this Agreement shall control.

**23.13** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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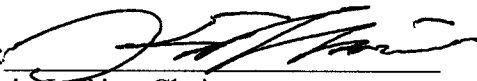
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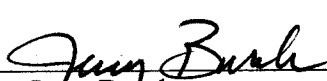
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

Dated: DEC 17 2019

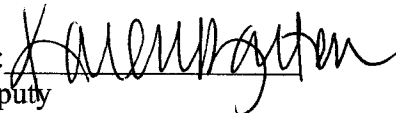
**MOTOROLA SOLUTIONS, INC.**, a Delaware  
Corporation

By:   
Name: Jerry Burch  
Title: Area Sales Manager

Dated: 12/3/2019


ATTEST:

Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna N. Oh,  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**for P25 SYSTEM NICE SILVER MAINTENANCE**

**A1.0 Scope of Services (SOS):**

This section of the support and maintenance agreement applies to the MCC7500 NICE IP Recorders serial numbers 46496101 and 46496401 only. Motorola utilizes NICE Logging Recorder to provide a complete, reliable and robust solution for County audio recording requirements.

**A2.0 Description of Services:**

Motorola System Support Center (SSC) will initiate the Riverside County (herein called County) service request to NICE as their approved subcontractor. NICE will deliver services identified in the NICE Silver Maintenance tables provided in this scope of services (SOS). Post warranty services provided by NICE include phone coverage, on-site support and hardware support for applicable NICE Logging Equipment integrated within a Motorola network or Vortex console (herein called System).

**A3.0 Motorola has the following responsibilities:**

- A3.1 Respond to request by County for post warranty support for the restoration of a failed System.
- A3.2 Collect model, serial number information, County name and County contact.
- A3.3 Provide a case number.
- A3.4 Contact NICE support and provide them with County, case number, model, and serial number information. NICE will contact the County and work the issue to completion.
- A3.5 Advise caller of procedure for determining any additional requirements.
- A3.6 Coordinate resolutions with agreed upon third party vendor.
- A3.7 Close the case once the NICE issue has been resolved.

**A4.0 County has the following responsibilities:**

- A4.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- A4.2 Provide model and serial number.
- A4.3 Provide a contact name and contact phone number.

**A5.0 NICE has the following responsibilities:**

- A5.1 Provide repair return authorization numbers to County for malfunctioning hardware.
- A5.2 Provide services in accordance with Table 1 found in section A5.9 below, per the time zone where the equipment resides, Monday through Friday, excluding NICE's published holidays and within the normal response times.

A5.3 Receive malfunctioning hardware from County and document its arrival, repair and return.

A5.4 Perform the following service on NICE System hardware:

A5.4.1 Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:

- a) The unit has been modified or damaged due to improper packaging; or
- b) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.

A5.5 Coordinate any repair activity with Motorola and County to ensure resolution

A5.6 For on-site support the NICE service provider (SP) will:

A5.6.1. Arrive at the County site and go directly to the County contact.

A5.6.2. When SP is ready to leave, notify the County contact.

A5.6.3. Provide verbal reports to the County contact on all work complete and in progress by NICE.

A5.6.4. Sign out and leave with the County contact a visit report of the work accomplished by NICE and the outstanding issues.

A5.7 NICE will provide to the County contact within one (1) week of the on-site visit a follow-up report on any outstanding issues.

A5.8 NICE will contact Motorola System Support Center to close the case.

A5.9 NICE will perform services according to NICE service priorities Table 1 listed below:

a.	<b>Support Coverage Provided: Eight (8) Hours Per Day, 5 Days per Week. (8:00 am PST to 5 pm PST)</b>				
b.	<b>Silver Support Availability</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>	<b>Priority 4</b>
c.	Phone Availability	8:00 am-5:00 pm	8:00 am -5:00 pm	8:00 am-5:00 pm	8:00 am -5:00 pm
d.	Support Coverage	8:00 am-5:00 pm	8:00 am-5:00 pm	8:00 am-5:00 pm	8:00 am-5:00 pm
e.	Call Back Response Time	60 Minutes	120 Minutes	24 Hours	24 Hours
f.	On Site Response Time	6 Hours	24 Hours	48 Hours	48 Hours
g.	<b>Note:</b> On-Site response times are in effect following the determination that onsite support is required. Repair parts are shipped overnight unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinated to coincide.				
h.	<u>Priority 1</u> is defined as:	<b>Critical failure</b> In a 100% recording environment, any failure of equipment,			

		NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.
i.	<u>Priority 2 is defined as:</u>	<b>Major problem</b> -Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.
j.	<u>Priority 3 is defined as:</u>	<b>Product anomaly</b> - Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished product response or performance, for example if an administrator loses the ability to add or delete users.
k.	<u>Priority 4 is defined as:</u>	<b>System inquiry</b> - Planned intervention or request for information

**A5.10 Software Updates:** NICE's standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products. NICE will provide County with a version of the NICE Software Update for County to review and authorize for installation. Upon such installation, County shall receive a copy of all written materials necessary to allow County to operate such NICE software updates. All NICE software updates are licensed for use solely on the equipment on which the relevant NICE software was first installed and shall, unless otherwise set forth herein, be governed by the terms and conditions of the software license for the NICE software.

**A6.0 Additional service fees** shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product herein, including without limitation, damages to the System caused by:

- a) Neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician.
- b) Failure to maintain the System in accordance with NICE's installation site specifications.
- c) Relocation from the site specified by the parties.
- d) Use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE.
- e) Use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions.
- f) Use of the System with any non-NICE Hardware.
- g) An accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect

- 7) Modified units.
- 8) Repair and/or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler.
- 9) 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.

B2.2 Technical support and security updates will be provided via phone and/or electronic download, no onsite response is requested.

**B3.0 COUNTY CONTACT:** County 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 County's personnel to maintain contact, as needed, with Motorola.

**B4.0 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS:**

B4.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to County 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. County 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.

B4.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by County to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide County with access to its confidential and proprietary information, including cost and pricing data.

B4.3. 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.

**B5.0 FCC LICENSES AND OTHER AUTHORIZATIONS:** County is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission (FCC) 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 County in any governmental matters.

**B6.0 EXTENDED SERVICE:** 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 County agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

**B7.0 TECHNICAL SUPPORT:**

equipment not provided by NICE or a NICE certified technician.

**A7.0 Ineligible Product:** The following items are excluded from this SOS for Motorola /NICE support:

- a) All infrastructure over seven (7) years from product cancellation date.
- b) Physically damaged infrastructure.
- c) Third party equipment not shipped by Motorola.
- d) Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
- e) Test equipment.
- f) Racks, mounts, shelves (other than NICE product), furniture and cabinets.
- g) Firmware and/or Software upgrades not covered under this SOS.
- h) Playback stations.
- i) Servers and storage centers (other than NICE product included as part of this System).
- j) Workstations.
- k) Logging recorders (other than NICE product referenced herein as System).

**EXHIBIT B****SCOPE OF SERVICES****For RADIO SYSTEM INFRASTRUCTURE EQUIPMENT  
TECHNICAL SUPPORT AND SECURITY UPDATE SERVICES**

**B1.0 SCOPE OF SERVICES:** Motorola will provide the services described in this section of the agreement for radio system infrastructure technical support and security updates.

B1.1 If County purchases from Motorola additional equipment that becomes part of the same system as the equipment supported in this agreement, the additional equipment may be added to this and will be billed at the applicable rates after the warranty for that additional equipment expires.

B1.2 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, County will provide a complete serial and model number list of the equipment currently supported.

B1.3 County must promptly notify Motorola in writing when any equipment is lost, damaged, stolen or taken out of service. County's obligation to pay service fees for this equipment will terminate at the end of the month in which Motorola receives the written notice.

B1.4 County must specifically identify any equipment that is labeled intrinsically safe for use in hazardous environments.

B1.5 If any 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 this agreement; or increase the price to service that equipment. Any increase to cost will be agreed upon in writing by both parties prior to service being initiated.

B1.6 County must promptly notify Motorola of any equipment failure. Motorola will respond to County's notification in a manner consistent with the level of service purchased as indicated in this agreement.

**B2.0 SERVICES:**

B2.1 Service herein excludes the following:

- a) 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.
- b) Items that are consumed in the normal operation of the equipment, such as:
  - 1) Batteries or magnetic tapes.
  - 2) Upgrading or reprogramming equipment.
  - 3) Accessories.
  - 4) Belt clips.
  - 5) Battery chargers.
  - 6) Custom or special products.

B7.1 **Description of Services:** The technical support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on equipment. The Motorola System Support Center's (SSC) technical support operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues.

B7.2 Technical support service does not include the following:

- a) Software upgrades that may be required for issue resolution.
- b) Customer training (Unless otherwise approved by technical support operations and is only available for those system types supported and approved herein and limited to infrastructure currently supported by Motorola).

B7.3 Technical support is applicable to the following system: Astro 25. County equipment, hardware and software currently supported under this agreement will be referred to as System herein.

B7.4 Motorola has the following responsibilities for technical support:

Respond to requests for technical support for the restoration of failed systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table (B7.7) and the severity level defined in the Severity Definitions Table (B7.6).

- a) Advise caller of procedure for determining any additional requirements for issue characterization, restoration, including providing a known fix for issue resolution when available.
- b) Attempt remote access to System for remote diagnostics, when possible.
- c) Maintain communication with the County contact in the field until close of the case, as needed.
- d) Coordinate technical resolutions with agreed upon third party vendor(s), as needed and when applicable to the case.
- f) Escalate and manage support issues, including systemic issues, to Motorola engineering and product groups, as applicable.
- g) Escalate the case to the appropriate party upon expiration of a response time.
- h) Provide configuration change support and work flow changes to systems that have dial in or remote access capability.
- i) Determine when a case requires more than the technical support services described in this SOS and notify County of an alternative course of action.

**B7.5 County has the following responsibilities for technical support:**

- a) Provide Motorola with pre-defined information prior to service start date necessary to complete customer support plan including, but not limited to current system and equipment, locations, contact information, etc.

- b) Submit changes in any information supplied in the customer support plan to Motorola.
- c) Contact the SSC in order to access the technical support operation, provide name of County contact, County system ID number, System(s) in question, and brief description of the problem.
- d) Validate issue resolution prior to close of case.
- e) Allow Motorola remote access to the System by equipping the System with the necessary connectivity.
- t) Remove video from digital in-car video equipment prior to contacting Motorola if applicable to the support being requested. If technical support assists the County in removing video, the County acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- g) Acknowledge that cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table (B7.7) and the severity level defined in the Severity Definitions Table (B7.6).
- h) Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the technical support service to County.

**B7.6 Severity Definitions Table:**

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>• Response is provided continuously</li> <li>• Major System failure</li> <li>• 33% of System down</li> <li>• 33% of site channels down</li> <li>• Site Environment alarms (smoke, access, temp, AC power.)</li> <li>• This level is meant to represent a major issue that results in an unusable system, sub-system, product, or critical features from the County's perspective. No work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>• Response during Standard Business Day (8:00 am-5:00 pm PST)</li> <li>• Significant System impairment not to exceed 33% of system down</li> <li>• System problems presently being monitored</li> <li>• This level is meant to represent a moderate issue that limits the County's normal use of the system, sub-system, product, or major non-critical features from the County's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>• Response during Standard Business Day (8:00 am - 5:00 pm PST)</li> <li>• Intermittent system issues</li> <li>• Information questions</li> </ul>

	<ul style="list-style-type: none"> <li>• Upgrades/preventative maintenance</li> <li>• This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from the County's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>
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### **B7.7 Remote Technical Support Response Times Table:**

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of notification, continuously
Severity 2	Within 4 hours from receipt of notification, standard business day (8:00 am -5:00 pm PST)
Severity 3	Within next business day, between 8:00 am -5:00 pm PST

### **B8.0 SECURITY UPDATE SERVICE:**

B8.1 Definitions: The following terms have the following meanings:

- a) Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this SOS.
- b) System: The currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior.
- c) Supported Release: Security update service is available on the current Motorola ASTRO® 25 System.

B8.2 With Security Update Service, herein referred to as Service, Motorola pretests the updated commercial anti-virus definitions for the Microsoft Windows based boxes on a System. This Service includes Motorola obtaining Microsoft Security Updates for Windows operating system, Solaris recommended patch bundles, Red Hat Linux security patches, anti-virus definitions\* and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer (OEM).

B8.3 Motorola will evaluate and pre-test each update on Motorola's ASTRO 25 test System components for operational impact. Motorola's verification and evaluation process for anti-virus definitions will consist of applying each update to an appropriate ASTRO 25 system release that corresponds and is consistent with supported\*\* and fielded systems.

B8.4 Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each anti-virus update has to the system. Upon satisfactory completion of the assessment pertaining to anti-virus signatures, these updates will be provided on a weekly basis either automatically or through connecting to Motorola's secured extranet connection. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial supplier are released, Motorola will determine if a high-priority release is necessary. Operating system

updates/patches will be made available electronically upon successful testing in our lab environments on a monthly basis for Microsoft patches and on a quarterly basis for all others.

B8.5 NOTICE: If County wants antivirus and intrusion detection system (IDS) updates automatically deployed onto their network, then they must purchase the Security Monitoring service. Otherwise, County may download the updates from the secure extranet site and manually deploy them onto their network. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) and Motorola supplied equipment/software prior to making an update available to County.

B8.6 Not all systems are provided antivirus for Microsoft and UNIX platforms. To receive full antivirus support under this service offering, the customer must have a standard ASTRO 25 system that is supported and also has implemented antivirus for UNIX.

B8.7 \*\* Supported is defined as the current system release and the last five prior. Support beyond this model requires approval from Motorola. For extended coverage, please communicate a formal request to your account manager.

B8.8 The County will be responsible for deploying Microsoft, Oracle, Sun Microsystems, UNIX, and Linux security updates from a Motorola provided secured extranet Web site. Antivirus and IDS updates will be capable of being pushed automatically to the County ASTRO25 network only if the Security Monitoring service is purchased. If there is a recommended configuration change that is successfully tested on the ASTRO 25 test System, Motorola will provide detailed instructions for performing the configuration change.

B8.9 Exclusions: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola.

**B8.10 Motorola has the following responsibilities for security update service:**

- a) Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft Security Updates for Windows Operating system, Solaris operating system recommended patch bundles, and Red Hat Linux security patches from Motorola selected commercial suppliers.
- b) Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
- c) Identify and document latest System vulnerabilities and compliance issues discovered during quarterly vulnerability scan performed.
- d) Investigate new vulnerabilities and compliance issues that are identified.
- e) Recommended response may include, but is not limited to:
  - 1) ASTRO 25 Systems
  - 2) Deploy security software updates

- 3) Deploy operating system security updates or patches
  - 4) Implement configuration changes
  - 5) Upgrade to current ASTRO 25 System Release (actual upgrade expense not included in this service offering)
  - 6) Recommending a compensating control.
- f) Pre-test recommended remediation when applicable and make documentation and/or software updates available to County electronically.
  - g) Provide documented response with recommended remediation when applicable for all new vulnerabilities quarterly or before to County electronically.
  - h) Test anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches by deploying them on a dedicated ASTRO 25 test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.
  - i) Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
  - j) Address issues identified during testing to support functionality under the procedures specified above by working with Motorola selected commercial supplier or Motorola product development engineering team.
  - k) Release pre-tested anti-virus definitions and intrusion detection sensor signatures for Motorola supplied IDS electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 36 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.
  - l) Release Microsoft, Solaris and Red Hat Linux operating system security patches/updates when they are certified and available with instructions for obtaining patch/update for County deployment on the County system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris and Red Hat Linux operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.
  - m) Notify County when the latest release is available with instructions on where to obtain latest release.
  - n) Provide technical assistance if there is an issue with the installation of an update.
  - o) Maintain annual County subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

**B.11 County has the following responsibilities for security update service:**

- a) Provide means for accessing pre-tested files electronically.
- b) Deploy pre-tested files on County System as instructed in the "Read Me" text provided.
- c) Implement recommended remediation(s) on System as determined necessary by County.
- d) Upgrade System to a Supported System Release as necessary to continue Service.
- e) Identify one point of contact for issues specific to security update service.
- f) Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to electronically provide security update service to County.
- g) Comply with the terms of the applicable license agreement between County and the Non-Motorola Software copyright owner.
- h) Adhere closely to the SSC troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause County and Motorola unnecessary or overly burdensome remediation efforts that may result in a service fee to County.

**B9.0 WARRANTIES AND DISCLAIMER:**

- a) 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. 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.
- b) 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 provided at each update, 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. 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." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that County's use of the software or products will be uninterrupted or error-free or that the software or the products will meet County's particular requirements.
- c) TO THE EXTENT PERMITTED BY LAW, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRE-TESTED 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 COUNTY'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

**BI0.0 LOCATIONS FOR SUPPORT:**

- a) Technical Support and Security Update Services (SUS) do not have on-site response as part of their SOS
- b) A NICE Technician will be onsite at either of the two locations listed below if problem is not resolved remotely under the Motorola / NICE SOS outlined in Exhibit A.

**Alessandro Location:**

7195 Alessandro Blvd., Riverside, Ca. 92506  
MCC7500 NICE IP Recorder: Serial  
#46496101

**Blythe Location:**

100 W. Barnard St, Blythe, Ca. 92225  
MCC7500 NICE IP Recorder: Serial #46496401

**EXHIBIT C – PAYMENT PROVISIONS****C.1 PRICING– MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS**

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
January 1, 2020 through June 30, 2020	\$71,961.14
July 1, 2020 through July 31, 2020	\$12,353.33
August 1, 2020 through July 31, 2021	\$148,239.94
August 1, 2021 through July 31, 2022	\$152,687.14
August 1, 2022 through July 31, 2023	\$157,267.76
August 1, 2023 through July 31, 2024	\$161,985.78
<b>Total</b>	<b>\$704,495.09</b>

## **ATTACHMENT I SERVICE TERMS AND CONDITIONS**

### **Service Terms and Conditions**

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

#### **Section 1. APPLICABILITY**

These Maintenance 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," as used in this Attachment I only, means these Maintenance 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 Maintenance 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 Maintenance 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.

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 CONTACT**

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 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.

### **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. To the extent permitted by law, 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.

#### **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. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **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.

#### **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 of California.

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.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, 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.

Revised Oct 15, 2015