



ORANGE COUNTY SHERIFF COMMUNICATIONS

EIGHT-YEAR P25 SYSTEM SUPPORT SERVICES AND SUA

JANUARY 21, 2021

Master Agreement MA-060-22010305

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SECTION 1

PRICING SUMMARY

The following tables provide a breakout of the P25 Support Services and System Upgrade Agreement II (SUAII) over eight years.

Eight-Year P25 System Support Services and SUA

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Pricing Summary

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	
	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	
	July 2021 – June 2022	July 2022 – June 2023	July 2023- June 2024	July 2024 – June 2025	July 2025 – June 2026	July 2026 – June 2027	July 2027 – June 2028	July 2028 – June 2029	
MCC7500 Support Status	Standard Support	Standard Support	Standard Support	Standard Support	Standard Support	Standard Support	Standard Support	Extended Support	Total
8 Year Services and SUA Offer for Sale									
Primary Offer For Sale									
SUAll									
Master, Prime, and RF Sites	\$802,050	\$804,881	\$811,615	\$810,800	\$813,894	\$817,081	\$820,363	\$823,743	\$6,504,427
Consoles	\$521,829	\$536,438	\$537,580	\$538,756	\$539,968	\$541,216	\$542,501	\$543,825	\$4,302,113
NICE Logging	\$95,347	\$99,107	\$102,980	\$106,971	\$111,080	\$115,311	\$119,671	\$124,162	\$874,629
Genesis - Loma Ridge Landline GADI	\$0	\$76,482	\$76,482	\$76,482	\$76,482	\$76,482	\$76,482	\$76,482	\$535,373
Subtotal SUAll	\$1,419,226	\$1,516,908	\$1,528,657	\$1,533,009	\$1,541,424	\$1,550,089	\$1,559,016	\$1,568,212	\$12,216,542
Services									
Master, Prime, and RF Sites	\$165,563	\$169,180	\$172,906	\$176,740	\$180,694	\$184,769	\$188,965	\$193,281	\$1,432,098
Consoles	\$126,900	\$130,707	\$134,628	\$138,664	\$142,826	\$147,115	\$151,531	\$156,074	\$1,128,445
NICE Logging	\$104,528	\$108,263	\$112,112	\$116,075	\$120,157	\$124,362	\$128,692	\$133,154	\$947,344
Genesis - Loma Ridge Landline GADI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Services	\$396,992	\$408,150	\$419,646	\$431,478	\$443,677	\$456,246	\$469,188	\$482,509	\$3,507,886
Total Price- SUAll & Services Offer	\$1,816,218	\$1,925,058	\$1,948,302	\$1,964,488	\$1,985,101	\$2,006,335	\$2,028,205	\$2,050,721	\$15,724,428
Additional bundled discount for purchase of all listed services for 8 years by September 24, 2021									(\$622,678)
Base pricing above is inclusive of volume and bundled discount of \$1.119M for console services for 189 consoles									
Total Price after Packaged Discount									\$15,101,750
Optional Offers for Sale									
RF Sites - Infrastructure Repair	\$586,951	\$604,560	\$622,697	\$641,362	\$660,614	\$680,453	\$700,878	\$721,891	\$5,219,405
Consoles - Infrastructure Repair	\$220,891	\$227,518	\$234,343	\$241,368	\$248,613	\$256,079	\$263,766	\$271,674	\$1,964,251
K Cores - SUA + Technical Support	\$81,555	\$83,621	\$85,748	\$87,938	\$90,196	\$92,523	\$94,919	\$97,384	\$713,885
K Cores - Infrastructure Repair	\$15,246	\$15,246	\$15,246	\$15,246	\$15,246	\$15,246	\$15,246	\$15,246	\$121,968
Services Options per Unit Pricing									\$/unit/year
RF Infrastructure Repair/base station/Year									\$1,015
Console Infrastructure Repair/Console/Year									\$1,327

Eight-Year P25 System Support Services and SUA

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Breakout by Agency

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	
	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	
	July 2021 - June 2022	July 2022 - June 2023	July 2023 - June 2024	July 2024 - June 2025	July 2025 - June 2026	July 2026 - June 2027	July 2027 - June 2028	July 2028 - June 2029	
MCC7500 Support Status	Standard Support	Extended Support	Extended Support	Total					
8 Year Services and SUA Offer for Sale									
Primary Offer For Sale									
SUAI									
West Comm - 6 positions	\$ 15,041	\$ 15,464	\$ 15,500	\$ 15,538	\$ 15,577	\$ 15,615	\$ 15,656	\$ 15,699	\$ 124,090
John Wayne Airport - 4 positions	\$ 12,557	\$ 12,906	\$ 12,931	\$ 12,955	\$ 12,981	\$ 13,007	\$ 13,035	\$ 13,063	\$ 103,435
Westminster PD - 6 positions	\$ 15,491	\$ 15,926	\$ 15,963	\$ 16,000	\$ 16,038	\$ 16,078	\$ 16,119	\$ 16,161	\$ 127,775
Newport Beach PD - 6 positions	\$ 15,941	\$ 16,388	\$ 16,425	\$ 16,461	\$ 16,500	\$ 16,540	\$ 16,581	\$ 16,622	\$ 131,457
Anaheim PD - 6 Console Positions	\$ 16,391	\$ 16,850	\$ 16,886	\$ 16,924	\$ 16,962	\$ 17,002	\$ 17,042	\$ 17,084	\$ 135,141
Brea PD/FD - 6 Console Positions	\$ 16,391	\$ 16,850	\$ 16,886	\$ 16,924	\$ 16,962	\$ 17,002	\$ 17,042	\$ 17,084	\$ 135,141
Anaheim Public Utilities - 8 Console Positions	\$ 32,197	\$ 33,077	\$ 33,126	\$ 33,177	\$ 33,228	\$ 33,282	\$ 33,337	\$ 33,393	\$ 264,818
Orange PD - 7 Console Positions	\$ 16,732	\$ 17,205	\$ 17,248	\$ 17,291	\$ 17,336	\$ 17,381	\$ 17,429	\$ 17,478	\$ 138,101
Santa Ana PD - 7 Console Positions	\$ 17,632	\$ 18,130	\$ 18,172	\$ 18,215	\$ 18,260	\$ 18,306	\$ 18,353	\$ 18,402	\$ 145,469
Loma - Eckhoff - 29 Console Positions	\$ 65,137	\$ 66,992	\$ 67,167	\$ 67,346	\$ 67,532	\$ 67,722	\$ 67,919	\$ 68,120	\$ 537,936
Costa Mesa PD/FD - 8 Console Positions	\$ 18,874	\$ 19,409	\$ 19,457	\$ 19,507	\$ 19,557	\$ 19,609	\$ 19,664	\$ 19,720	\$ 155,797
Huntington Beach PD - 9 Console Positions	\$ 25,006	\$ 25,706	\$ 25,761	\$ 25,817	\$ 25,874	\$ 25,933	\$ 25,995	\$ 26,058	\$ 206,149
Irvine Command Bus - 2 Console Positions	\$ 8,724	\$ 8,963	\$ 8,974	\$ 8,987	\$ 9,000	\$ 9,013	\$ 9,027	\$ 9,041	\$ 71,730
Probation Juvenile Hall - 2 Console Positions	\$ 7,824	\$ 8,038	\$ 8,051	\$ 8,063	\$ 8,076	\$ 8,090	\$ 8,103	\$ 8,118	\$ 64,364
Irvine PD - 4 Console Positions	\$ 11,658	\$ 11,983	\$ 12,006	\$ 12,032	\$ 12,057	\$ 12,084	\$ 12,111	\$ 12,139	\$ 96,069
La Habra PD - 4 Console Positions	\$ 12,557	\$ 12,906	\$ 12,931	\$ 12,955	\$ 12,981	\$ 13,007	\$ 13,035	\$ 13,063	\$ 103,435
Laguna Beach PD - 4 Console Positions	\$ 11,658	\$ 11,983	\$ 12,006	\$ 12,032	\$ 12,057	\$ 12,084	\$ 12,111	\$ 12,139	\$ 96,069
HCA Animal Control - 1 Console Position	\$ 6,132	\$ 6,297	\$ 6,304	\$ 6,310	\$ 6,316	\$ 6,324	\$ 6,330	\$ 6,337	\$ 50,351
OCSD Command Vehicle - 4 Console Positions	\$ 11,658	\$ 11,983	\$ 12,006	\$ 12,032	\$ 12,057	\$ 12,084	\$ 12,111	\$ 12,139	\$ 96,069
Buena Park - 5 Console Positions	\$ 14,250	\$ 14,647	\$ 14,678	\$ 14,708	\$ 14,741	\$ 14,774	\$ 14,807	\$ 14,843	\$ 117,447
Fullerton - 5 Console Positions	\$ 13,349	\$ 13,724	\$ 13,753	\$ 13,785	\$ 13,816	\$ 13,850	\$ 13,884	\$ 13,919	\$ 110,079
Placentia - 4 Console Positions	\$ 11,658	\$ 11,983	\$ 12,006	\$ 12,032	\$ 12,057	\$ 12,084	\$ 12,111	\$ 12,139	\$ 96,069
Tustin PD - 7 Console Positions	\$ 17,632	\$ 18,130	\$ 18,172	\$ 18,215	\$ 18,260	\$ 18,306	\$ 18,353	\$ 18,402	\$ 145,469
OCFA - 18 Console Positions	\$ 39,840	\$ 40,975	\$ 41,083	\$ 41,195	\$ 41,310	\$ 41,428	\$ 41,550	\$ 41,676	\$ 329,056

Eight-Year P25 System Support Services and SUA

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Orange County Sheriff Communications
January 21, 2021

MetroNet - 12 Console Positions	\$ 26,990	\$ 27,758	\$ 27,831	\$ 27,905	\$ 27,981	\$ 28,060	\$ 28,142	\$ 28,225	\$ 222,891
Fountain Valley PD - 3 Console Positions	\$ 10,416	\$ 10,703	\$ 10,722	\$ 10,740	\$ 10,760	\$ 10,780	\$ 10,800	\$ 10,822	\$ 85,744
Garden Grove PD - 3 Console Positions	\$ 9,966	\$ 10,242	\$ 10,259	\$ 10,279	\$ 10,297	\$ 10,318	\$ 10,338	\$ 10,359	\$ 82,058
La Palma PD - 1 Console Position	\$ 7,033	\$ 7,221	\$ 7,227	\$ 7,233	\$ 7,241	\$ 7,247	\$ 7,255	\$ 7,262	\$ 57,719
Laguna Beach LG - 2 Console Positions	\$ 8,274	\$ 8,500	\$ 8,512	\$ 8,525	\$ 8,538	\$ 8,552	\$ 8,565	\$ 8,580	\$ 68,046
Newport Beach LG - 2 Console Positions	\$ 8,274	\$ 8,500	\$ 8,512	\$ 8,525	\$ 8,538	\$ 8,552	\$ 8,565	\$ 8,580	\$ 68,046
Huntington Beach LG - 2 Console Positions	\$ 8,274	\$ 8,500	\$ 8,512	\$ 8,525	\$ 8,538	\$ 8,552	\$ 8,565	\$ 8,580	\$ 68,046
Tustin EOC - 2 Console Positions	\$ 8,274	\$ 8,500	\$ 8,512	\$ 8,525	\$ 8,538	\$ 8,552	\$ 8,565	\$ 8,580	\$ 68,046
Subtotal SUAll	\$ 521,829	\$ 536,438	\$ 537,580	\$ 538,756	\$ 539,968	\$ 541,216	\$ 542,501	\$ 543,825	\$ 4,302,113
Services									
West Comm - Console SUS, Tech Support	\$ 4,029	\$ 4,149	\$ 4,274	\$ 4,402	\$ 4,534	\$ 4,670	\$ 4,811	\$ 4,955	\$ 35,824
John Wayne Airport - Console SUS, Tech Support	\$ 2,686	\$ 2,766	\$ 2,849	\$ 2,935	\$ 3,023	\$ 3,114	\$ 3,207	\$ 3,303	\$ 23,882
Westminster PD - Console SUS, Tech Support	\$ 4,029	\$ 4,149	\$ 4,274	\$ 4,402	\$ 4,534	\$ 4,670	\$ 4,811	\$ 4,955	\$ 35,824
Newport Beach PD - Console SUS, Tech Support	\$ 4,029	\$ 4,149	\$ 4,274	\$ 4,402	\$ 4,534	\$ 4,670	\$ 4,811	\$ 4,955	\$ 35,824
Anaheim PD - Console SUS, Tech Support	\$ 4,029	\$ 4,149	\$ 4,274	\$ 4,402	\$ 4,534	\$ 4,670	\$ 4,811	\$ 4,955	\$ 35,824
Brea PD/FD - Console SUS, Tech Support	\$ 4,029	\$ 4,149	\$ 4,274	\$ 4,402	\$ 4,534	\$ 4,670	\$ 4,811	\$ 4,955	\$ 35,824
Anaheim Public Utilities - Console SUS, Tech Support	\$ 5,371	\$ 5,533	\$ 5,699	\$ 5,869	\$ 6,046	\$ 6,227	\$ 6,414	\$ 6,606	\$ 47,765
Orange PD - Console SUS, Tech Support	\$ 4,700	\$ 4,841	\$ 4,986	\$ 5,136	\$ 5,290	\$ 5,449	\$ 5,612	\$ 5,781	\$ 41,794
Santa Ana PD - Console SUS, Tech Support	\$ 4,700	\$ 4,841	\$ 4,986	\$ 5,136	\$ 5,290	\$ 5,449	\$ 5,612	\$ 5,781	\$ 41,794
Loma - Eckhoff - Console SUS, Tech Support	\$ 19,471	\$ 20,056	\$ 20,657	\$ 21,276	\$ 21,915	\$ 22,573	\$ 23,251	\$ 23,948	\$ 173,147
Costa Mesa PD/FD - Console SUS, Tech Support	\$ 5,371	\$ 5,533	\$ 5,699	\$ 5,869	\$ 6,046	\$ 6,227	\$ 6,414	\$ 6,606	\$ 47,765
Huntington Beach PD - Console SUS, Tech Support	\$ 6,043	\$ 6,224	\$ 6,411	\$ 6,603	\$ 6,801	\$ 7,005	\$ 7,216	\$ 7,432	\$ 53,735
Irvine Command Bus - Console SUS, Tech Support	\$ 1,343	\$ 1,383	\$ 1,425	\$ 1,467	\$ 1,511	\$ 1,557	\$ 1,604	\$ 1,652	\$ 11,941
Probation Juvenile Hall - Console SUS, Tech Support	\$ 1,343	\$ 1,383	\$ 1,425	\$ 1,467	\$ 1,511	\$ 1,557	\$ 1,604	\$ 1,652	\$ 11,941
Irvine PD - Console SUS, Tech Support	\$ 2,686	\$ 2,766	\$ 2,849	\$ 2,935	\$ 3,023	\$ 3,114	\$ 3,207	\$ 3,303	\$ 23,882
La Habra PD - Console SUS, Tech Support	\$ 2,686	\$ 2,766	\$ 2,849	\$ 2,935	\$ 3,023	\$ 3,114	\$ 3,207	\$ 3,303	\$ 23,882
Laguna Beach PD - Console SUS, Tech Support	\$ 2,686	\$ 2,766	\$ 2,849	\$ 2,935	\$ 3,023	\$ 3,114	\$ 3,207	\$ 3,303	\$ 23,882
HCA Animal Control - Console SUS, Tech Support	\$ 671	\$ 692	\$ 712	\$ 734	\$ 756	\$ 778	\$ 802	\$ 826	\$ 5,971
OCSD Command Vehicle - Console SUS, Tech Support	\$ 2,686	\$ 2,766	\$ 2,849	\$ 2,935	\$ 3,023	\$ 3,114	\$ 3,207	\$ 3,303	\$ 23,882

Eight-Year P25 System Support Services and SUA

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Orange County Sheriff Communications
January 21, 2021

Buena Park - Console SUS, Tech Support	\$ 3,357	\$ 3,458	\$ 3,562	\$ 3,668	\$ 3,778	\$ 3,892	\$ 4,009	\$ 4,129	\$ 29,853
Fullerton - Console SUS, Tech Support	\$ 3,357	\$ 3,458	\$ 3,562	\$ 3,668	\$ 3,778	\$ 3,892	\$ 4,009	\$ 4,129	\$ 29,853
Placentia - Console SUS, Tech Support	\$ 2,686	\$ 2,766	\$ 2,849	\$ 2,935	\$ 3,023	\$ 3,114	\$ 3,207	\$ 3,303	\$ 23,882
Tustin PD - Console SUS, Tech Support	\$ 4,700	\$ 4,841	\$ 4,986	\$ 5,136	\$ 5,290	\$ 5,449	\$ 5,612	\$ 5,781	\$ 41,794
OCFA - Console SUS, Tech Support	\$ 12,086	\$ 12,448	\$ 12,822	\$ 13,206	\$ 13,602	\$ 14,011	\$ 14,432	\$ 14,864	\$ 107,471
MetroNet - Console SUS, Tech Support	\$ 8,057	\$ 8,299	\$ 8,548	\$ 8,804	\$ 9,068	\$ 9,341	\$ 9,621	\$ 9,909	\$ 71,647
Fountain Valley PD - Console SUS, Tech Support	\$ 2,014	\$ 2,075	\$ 2,137	\$ 2,201	\$ 2,267	\$ 2,335	\$ 2,405	\$ 2,477	\$ 17,912
Garden Grove - Console SUS, Tech Support	\$ 2,014	\$ 2,075	\$ 2,137	\$ 2,201	\$ 2,267	\$ 2,335	\$ 2,405	\$ 2,477	\$ 17,912
La Palma PD - Console SUS, Tech Support	\$ 671	\$ 692	\$ 712	\$ 734	\$ 756	\$ 778	\$ 802	\$ 826	\$ 5,971
Laguna Beach LG - Console SUS, Tech Support	\$ 1,343	\$ 1,383	\$ 1,425	\$ 1,467	\$ 1,511	\$ 1,557	\$ 1,604	\$ 1,652	\$ 11,941
Newport Beach LG - Console SUS, Tech Support	\$ 1,343	\$ 1,383	\$ 1,425	\$ 1,467	\$ 1,511	\$ 1,557	\$ 1,604	\$ 1,652	\$ 11,941
Huntington Beach LG - Console SUS, Tech Support	\$ 1,343	\$ 1,383	\$ 1,425	\$ 1,467	\$ 1,511	\$ 1,557	\$ 1,604	\$ 1,652	\$ 11,941
Tustin EOC - Console SUS, Tech Support	\$ 1,343	\$ 1,383	\$ 1,425	\$ 1,467	\$ 1,511	\$ 1,557	\$ 1,604	\$ 1,652	\$ 11,941
Subtotal Console Services	\$ 126,900	\$ 130,707	\$ 134,628	\$ 138,664	\$ 142,826	\$ 147,115	\$ 151,531	\$ 156,074	\$ 1,128,444

Notes:

1. Pricing is valid through September 24, 2021.
2. RM Server replacement (if needed) and support included as part of SUAll.

Eight-Year P25 System Support Services and SUA

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SECTION 2

SOLUTION DESCRIPTION

2.1 SUPPORT SERVICES FOR MASTER, RF, AND CONSOLE SITES

2.1.1 Support Services Overview

In order to ensure that Orange County Sheriff Communications (“the County”) has access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions proposes Support Services to the County. Appropriate for customers who need immediate access to Motorola’s technical personnel, Support Services provide remote assistance to address unforeseen network events, make necessary repairs to network components, and deliver patches to keep the County’s system secure. The proposed offering consists of the following specific services.

- Service Desk.
- Technical Support.
- Network Hardware Repair.
- Self-Installed Security Patches.

These services will be delivered to the County through a centralized team within Motorola’s Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and through Motorola’s Repair Depot, which will ensure that equipment is repaired to the highest quality standards.

The above described services vary across network components as described below.



SUAI		Services Included				
	Network Element	SUAI	NICE Gold Light			
	Master & Prime Site	Yes	No			
	RF Sites	Yes	No			
	Consoles	Yes	No			
	NICE	see comment	Yes			
	Genesis add-on	Yes	No			
Services Main Offer		Services Included				
	Network Element	Security Update Service	Technical Support	Infrastructure Repair	NICE Gold Light	
	Master Site	Yes	Yes	Yes	No	
	Prime & RF Sites	Yes	Yes	No	No	
	Consoles	Yes	Yes	No	No	
	NICE	see comment	see comment	see comment	Yes	
	Genesis Add-Ons	No	No	No	No	
Services Options		Services Included				
		Security Update Service	Technical Support	Infrastructure Repair	NICE Gold Light	SUAI
	RF Sites	No	No	Yes	No	No
	Consoles	No	No	Yes	No	No
	K Cores	No	Yes	Yes	No	Yes

2.1.2 Support Services Descriptions

2.1.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola’s support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of the County’s system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between the County, third-party subcontractors and manufacturers, and Motorola. When the County’s personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola’s Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting the County’s inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

2.1.2.2 Network Hardware Repair

Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

2.1.2.3 Security Management Operations

The proposed **Self-Installed Security Patches Service** will provide the County with security updates that are pre-tested by Motorola and installed by the County's personnel. Motorola's dedicated vetting lab will pre-test security updates for the proposed ASTRO 25 system release. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates provided to the County. Once an update is fully tested and ready for deployment in the County's system, Motorola will post it to a secured extranet website and send an email notification to the County. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation for the County along with the updates on the website.

2.1.3 Motorola's Service Capabilities

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

2.1.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

2.1.3.2 Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate the County's network configuration in



our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in the County's system. All components being repaired are tracked throughout the process, from shipment by the County to return through a case management system where users can view the repair status of the equipment via a web portal.

Further details and scope of coverage can be found in Attachment A: Support Services Statement of Work.

2.2 SYSTEM UPGRADE AGREEMENT (SUA II)

The System Upgrade Agreement (SUA II) provides for radio network technology refresh as needed to keep the system in a "standard support" window for the duration of the eight-year contract period.

Keeping the system in a standard support window ensures the following:

- Best-in-class cyber-security technology through Anti-virus updates, vetted 3rd party, and MSI software patches
- Access to expansion components when needed to add RF and console sites and even new (unknown today) features
- Access to MSI support services as needed

When needed, the SUA will cover update or replacement of relevant components in the following radio network subsystems:

- Master site
- RF sites
- Console sites (excluding consolettes, radios and antenna systems)
- Genesis subsystem at Orange County Sheriff Landline Intercom (GADI) subsystem
- Nice logging subsystem at Orange County Sheriff Loma Ridge location
- K-Core sites at Laguna Beach Lifeguards, Newport Beach Lifeguards, OC Animal Control and Irvine Command Vehicle
- MCC 7500 Subsystem with 32 sites and 187 Operator Positions

Based on current lifecycle support of various components that compose the radio network we anticipate that system upgrades will occur approximately every two years with items listed below updated or refreshed when no longer supportable.

Component	Typical Refresh Cadence
Motorola System Release Software	2 Years
3rd Party Software Applications	3 Years
Operating Systems	3-5 Years
Databases	3-5 Years
Servers	3-4 Years
Switches	5-6 Years
Routers	3-5 Years
PCs	2-3 Years

Component	Typical Refresh Cadence
Firewalls	3-5 Years
MSI - RF site equipment Field Replaceable Units (FRUs)	8-10 Years

Details and scope of coverage can be found in Attachment B: SUA II Statement of Work.



SECTION 3

ATTACHMENT A: SUPPORT SERVICES STATEMENT OF WORK FOR MASTER, RF, AND CONSOLE SITE SUPPORT

3.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer (“Agreement”) and is subject to the terms and conditions set forth in the Agreement.

Support Services are Technical Support, Network Hardware Repair and Self-Installed Security Patches. Each of these services are summarized below and expanded upon in the appendices A, B, C, D. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

The above described services vary across network components as described below.



SUAll							
SUAll	Network Element	Services Included					
		SUAll	NICE Gold Light				
	Master & Prime Site	Yes	No	✓			
	RF Sites	Yes	No				
	Consoles	Yes	No	✓			
	NICE	see comment	Yes	✓			
	Genesis add-on	Yes	No	✓			
Services Main Offer		Services Included					
	Network Element	Security Update Service	Technical Support	Infrastructure Repair	NICE Gold Light		
	Master Site	Yes	Yes	Yes	No	✓	
	Prime & RF Sites	Yes	Yes	No	No		
	Consoles	Yes	Yes	No	No	✓	
	NICE	see comment	see comment	see comment	Yes	✓	
	Genesis Add-On	No	No	No	No	✓	
	Total						
Services Options		Services Included					
		Security Update Service	Technical Support	Infrastructure Repair	NICE Gold Light	SUAll	
	RF Sites	No	No	Yes	No	No	✓
	Consoles	No	No	Yes	No	No	✓
	K Cores	No	Yes	Yes	No	Yes	✓

3.1.1 Support Services

Motorola's Support Services are designed for customers who would benefit from Motorola's basic support experience. Support Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Support Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Support Services do not include support of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.



The CSP will define the system elements covered under Support Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Support Services CSP and other portions of the Agreement.

3.1.2 Customer Support Plan (CSP)

The Support Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Support Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Support Services SOW.

3.1.3 Centralized Service Delivery

Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the SSC Network Operations Center by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix A contains the SOW for Technical Support.

3.1.4 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix B contains the SOW for Network Hardware Repair.

3.1.5 Security Management Operations

Self Installed Security Patches

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Appendix C contains the SOW for Self-Installed Security Patches.



3.1.6 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network support and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

Technical Support: View Incident status details to compare them to committed response times.

Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.

Security Patching: Download pre-tested security updates to ensure the network is protected.

Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.

Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.



APPENDIX A: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the [Priority Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Priority Level Response Goals Level Definitions](#) stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See [Priority Level Response Goals Level Definitions](#).

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.



1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.
- 1.4.6 Network security services.
- 1.4.7 Network transport management.
- 1.4.8 Motorola services not included in this statement of work.
- 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to [Priority Level Response Time Goals](#) for Medium, Low response times.
- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Priority Level Response Time Goals](#) section of this document and the Incident priority levels defined in the [Priority Level Definitions](#) section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident
- 1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.



1.6. The Customer has the following responsibilities:

- 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4. Maintain suitable trained technical resources that provide field support and technical services to the system, and who are familiar with the operation of that system.
- 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.
- 1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Priority Level Definitions](#) and in the [Priority Level Response Time Goals](#) section in this document.
- 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
- 1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Technical Support Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	<p>Core: Core server failures Core Link failure</p> <p>Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down</p>
High	<ul style="list-style-type: none"> ▪ Consoles: Console positions down (>= 33%) Console Site Link Down ▪ Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down ▪ Conventional Channels: >= 50% of conventional channels (CCGW) down ▪ Devices: Site Router/switch, GPS server down
Medium	<p>Consoles: Console positions down (< 33% at a site)</p>



	Sites/Subsites: < 33% of channels down Conventional Channels: <ul style="list-style-type: none"> ▪ Less than 50% of conventional channel down
Low	Minor events and warnings in the system <ul style="list-style-type: none"> ▪ Preventative & Planned Maintenance Activities (Scheduled Work)

1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.



APPENDIX B: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2 All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3 All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.
- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹



- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 **Motorola has the following responsibilities:**

- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
- 1.5.2 Provide repair return authorization numbers when requested by Customer.
- 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
- 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2. Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
- 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
 - 1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software

defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- 1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- 1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide customer purchase order number to secure payment for any costs described herein.
- 1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.
 - 1.6.6.1 Clearly print the return authorization number on the outside of the packaging.
- 1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
- 1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

APPENDIX C: SELF INSTALLED SECURITY PATCHES STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

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

1.1 Description of Self installed Security Patches Service

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

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

Once tested, Motorola will post the OEM vendor supported updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Motorola will also provide labels on the extranet site that can be printed and applied to DVD's. The customer will be responsible for the download and deployment of these updates to their ASTRO 25 System.

1.2 Scope

Self-Installed Security Patches Service supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support 5 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Self-Installed Security Patches Service is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion

detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Motorola has the following responsibilities:

Obtain relevant third party SW security updates as made available from the OEM's. This includes antivirus definition updates, OEM vendor supported operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Self Installed Security Patches Service. Motorola does not control when these updates are released, but current release schedules are listed for reference:

- McAfee Antivirus definitions– Weekly
- Microsoft PC and Server OS patches – Monthly
- Solaris, RHEL OS, VMware hypervisor patches – Quarterly
- Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
- Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- Pre-test STIG recommended remediation when applicable.
- Release all tested updates to Motorola's secure extranet site.
- Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- Include printable labels for customers who download the updates to CD's.
- Notify customer of update releases by email.
- A supported Self Installed Security Patches Service ASTRO 25 release matrix will be kept on the extranet site for reference.

The Customer has the following responsibilities:

- Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).
- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide means for accessing pre-tested files (Access to the extranet website).
- Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.
- Implement recommended remediation(s) on customer system, as determined necessary by customer.
- Upgrade system to a supported system release as necessary to continue service.
- Adhere closely to the Solutions Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such

case, Motorola reserves the right to charge an additional service fee for the remediation effort.

- Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.3 Disclaimer:

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

1.4 K Core SUS

K Core SUS is available for Windows Clients and Console Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Motorola has the following responsibilities:

- Obtain relevant 3rd party security updates as made available and supported from the OEM's. This includes OEM vendor available/supported operating systems patches, covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference:
 - Microsoft PC – Monthly
- Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.
- Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- Release all tested updates to Motorola's secure extranet site.
- Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- Include printable labels for customers who download the updates to CD's.
- Notify customer of update releases by email.

The Customer has the following responsibilities:

- Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).
- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide means for accessing pre-tested files (Access to the extranet website).

- Deploy pre-tested files to the customer system as instructed in the “Read Me” text provided.
- Implement recommended remediation(s) on customer system, as determined necessary by customer.
- Upgrade system to a supported system release as necessary to continue service.
- Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- Comply with the terms of the applicable license agreement between the customer and the non-Motorola software copyright owner.

Appendix D: Nice Gold Lite

ATTACHMENT B: STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

Section 1 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 1.6.1 Servers
 - 1.6.2 Workstations
 - 1.6.3 Firewalls
 - 1.6.4 Routers
 - 1.6.5 LAN switches
 - 1.6.6 MCC 7XXX Dispatch Consoles
 - 1.6.7 GTR8000 Base Stations
 - 1.6.8 GCP8000 Site Controllers
 - 1.6.9 GCM8000 Comparators
 - 1.6.10 Motorola Solutions Logging Interface Equipment
 - 1.6.11 PBX switches for Telephone Interconnect
 - 1.6.12 NICE and Verint Logging Solutions (if purchased)



- 1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:
- 1.8.1 Servers
 - 1.8.2 Workstations
 - 1.8.3 CommandCentral AXS Hub
 - 1.8.4 Routers
 - 1.8.5 LAN Switches
- 1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
- 1.9.1 GTR 8000 Base Stations
 - 1.9.2 GCP 8000 Site Controllers
 - 1.9.3 GCM 8000 Comparators
 - 1.9.4 MCC 7XXX Dispatch Consoles
- 1.10 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.
- 1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
- 1.13.1 Review infrastructure system audit data as needed.
 - 1.13.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.



- 1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.13.5 Program management support required to perform the certified system upgrade.
 - 1.13.6 Field installation labor required to perform the certified system upgrade.
 - 1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.16 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

Section 2 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
- 2.1.1 Motorola responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
 - 2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.
 - 2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.6 Inform Customer of high speed internet connection requirements.
 - 2.1.1.7 Assign program management support required to perform the certified system upgrade.
 - 2.1.1.8 Assign field installation labor required to perform the certified system upgrade.
 - 2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
 - 2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.



2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- 2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.4 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

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

2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
 - 2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.3 System Upgrade

2.3.1 Motorola responsibilities



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

2.3.2 Customer responsibilities

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

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

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

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

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

2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.4.2.3 Provide Motorola with upgrade completion sign off.

Section 3 Exclusions and Limitations

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

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

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



- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 3.5 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.
- 3.6 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.
- 3.7 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 3.8 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

Section 4 Special Provisions

- 4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola



reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.

- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



APPENDIX A – ASTRO 25 SYSTEM RELEASE UPGRADE PATHS

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

* Includes planned incremental releases

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



APPENDIX B – HIGH-SPEED CONNECTIVITY SPECIFICATIONS

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms



APPENDIX C - SYSTEM PRICING CONFIGURATION

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

Master Site Configuration	Qty
# of M3 Master Sites	1
# of K-Core Sites	5
VPN Connection	1
System Level Features	
Network Management Clients	8
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	1
Security Configuration	
Firewalls	6
RF Site Configuration	
Simulcast Prime Sites (including co-located/redundant)	6
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	46
GTR 8000 Base Stations	643
QUANTAR Base Stations	0
Dispatch Site Configuration	
# of Dispatch Sites	33
MCC7500 Dispatch Consoles	189
MCC7500 Dispatch Console Spares	36
AIS	3
CCGWs	115
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) at Loma Ridge	1
Genesis Application: Genesis Landline Intercom (GADI) subsystem for OCSD	1

Note: Additions include 5 K-Cores; 14 additional operator positions; 24 additional CCGWs; 2 additional firewalls.



SECTION 4

CONTRACTUAL DOCUMENTATION



TERMS AND CONDITIONS

AGREEMENT BETWEEN MOTOROLA SOLUTIONS, INC. AND THE COUNTY OF ORANGE FOR EXTENSION OF THE SYSTEM

Motorola Solutions, Inc. (“Motorola” or “Contractor”) and the County of Orange, a political subdivision of the State of California (“County”), which are sometimes individually referred to as “Party” or collectively referred to as “Parties,” hereby desire and intend to enter into this contract (“Agreement”) made as of TBD, 2021 (“Effective Date”), whereby Motorola sells and the County purchases the products and services described more fully in that Motorola Proposal dated January 21, 2021 (the “Motorola Proposal”), which is incorporated herein by this reference.

Recitals

- A. The County desires to extend the life of the 800 MHz Countywide Communications System (“CCCS” or “System”), which was originally purchased from Motorola.
- B. The extension of the CCCS will occur in phases that correspond to the timing of necessary funding by the County and its CCCS partners.
- C. The Parties contemplate amendments to this Agreement that will describe the parts and services to be provided by Motorola in subsequent phases.
- D. The Scope of Work for the P25 Support Services and System Upgrade Agreement II (SUA II) for the CCCS extension is described herein.

Agreement

The Parties agree as follows:

1. **Contract Price:** The Contract Price (exclusive of applicable sales or use taxes which will be added and paid by the County but inclusive of freight charges) for eight years of Services is \$15,101,750. (See Pricing Summary, Section 1 of the Motorola Proposal.) The term “Services” means the SUA II and maintenance and support services provided under this Agreement, as described in the Motorola Proposal.
2. **Price Book Terms and Conditions:** The terms and conditions (including the definition in Section 2) of that certain contract known as the Orange County Price Book dated May 21, 2020, Contract #MA-060-21010004 (“Price Book”) are incorporated herein by this reference and are applicable to this transaction except as otherwise specifically stated below. This Agreement does not generally modify the Price Book terms and conditions, and they remain in full force and effect to the extent they are unmodified by this Agreement. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or his designee, hereinafter “Purchasing Agent.” The above pricing for the Equipment is based upon Price Book pricing, although additional discounts may be offered.

Orange County Sheriff Communications
P25 System Life Extension Plan

August 18, 2021

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

3. **Systems and Services:** Section 3.1 of the Price Book suggests that the Parties may use that contract for purchase and sale transactions, including systems and services. Also as indicated in that Section 3.1, a System transaction may include additional documents such as a system description, statement of work, equipment list, acceptance test plan, project schedule, payment milestone schedule, and supplemental terms and conditions that apply to the system transaction but which do not generally modify this Agreement. The supplemental terms and conditions are set forth below and the other documents, as necessary, are set forth in the Motorola Proposal.

4. **Scope of Work:** The Parties will perform their respective work responsibilities in accordance with the Statement of Work and the Performance Schedule. (See Sections 2 and 3 of the Motorola Proposal.) By executing this Agreement, the County authorizes Motorola to proceed with contract performance. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for eight (8) years.

5. **Change Orders:** Consistent with Section 3.3 of the Price Book, either Party may request changes within the general scope of this Agreement, and neither Party is obligated to perform requested changes unless both Parties execute a written change order.

6. **Sites:** The County will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Statement of Work as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. Further, the County will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, the County will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise the County of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date. If a Party determines that the sites identified in the Statement of Work are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Statement of Work, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

7. **Acceptance:** Because this transaction is for a SUA II Agreement, the Acceptance provisions of Section 6 of the Price Book do not apply. Because Acceptance Testing is not included under the SUA II program, Acceptance of each system upgrade will occur when the upgrade equipment, software and services are fully delivered or performed.

8. Reserved.
9. Reserved

10. **Maintenance:** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the maintenance and support statements of work. (If applicable, see Section ___ of the Motorola Proposal.) Those services and support are included in the Contract Price. Consistent with Section 3.5 of the Price book, if the County wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of, pricing for, and terms and conditions concerning the services will be set forth in a separate maintenance and support agreement. (Motorola’s standard Service Terms and Conditions are available upon request.) Notwithstanding Sections 7.1 and 7.2 of the Price Book, the term “Warranty Period” for this transaction means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

11. **Invoicing:** Notwithstanding any conflicting terms in Section 4.1 of the Price Book, Motorola will submit invoices to the County in advance for each payment period pursuant to Section 1 Pricing Summary of the Motorola Proposal.

Consistent with Section 4.1 of the Price Book, the County will make payments to Motorola within thirty (30) days after the date of each invoice in the form of a wire transfer, check, or cashier’s check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

12. **Title and Risk of Loss:** Consistent with Section 4.2 of the Price Book, title to the Equipment will pass to the County upon delivery; title to Software will not pass to the County at any time but is licensed in accordance with the applicable Software License Agreement (see Sections 3.6 and 3.7 of the Price Book); risk of loss will pass to the County upon delivery of the Equipment to the County; and Motorola will pack and ship all Equipment in accordance with good commercial practices.

13. **System Representation and Warranties:** Notwithstanding any other warranty provisions described in Sections 7.1 and 7.2 of the Price Book, the SUA services and support services are warranted to have been performed in a good and workmanlike manner for 90 days from performance; see the Statement of Work. The one-year equipment and software warranties commence upon shipment.

Notwithstanding the first sentence of Section 7.1 of the Price Book, during the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

Notwithstanding Section 7.2 of the Price Book, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 13 that are applicable to the Motorola Software.

Section 7.3 of the Price Book provides that Motorola warrants the services will be performed in a good and workmanlike manner, consistent with industry practices, for 90 days from the date of performance. Sections 7.4 (warranty exclusions), 7.4 *(warranty claims), 7.7 (end user), and 7.9 (warranty disclaimers) of the Price Book apply to this transaction. [*Note there are inadvertently two sections identified as 7.4 in the Price Book.]

14. **Force Majeure:** Consistent with Section 9 of the Price Book, neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances. The term “Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

If the County (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and may agree to additional compensation.

15. **Protection of Confidential Information:** During the term of this Agreement, the Parties may provide each other with Confidential Information. The term “Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; subject to the requirements of any applicable public records law; or is explicitly approved for release by written authorization of the disclosing Party. Subject to the requirements of any applicable public records law, each Party will: maintain the confidentiality of the other Party’s Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a “need to know” and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement. Motorola agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Motorola and its staff, agents and employees.

16. **Software Licensing:** The Software License Agreement attached as Exhibit B to the Price Book applies to this transaction.

17. **Purchase Order:** If the County issues a purchase order (“Purchase Order”), it will do so concurrently with or promptly after execution of this contract. Any additional or conflicting terms and conditions in the Purchase Order will have no effect.
18. **Insurance Provisions:** The insurance provisions of Section 14.14 of the Price Book apply to this transaction.
19. **Non-Discrimination:** In the performance of this Agreement, Motorola agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Motorola acknowledges that a violation of this provision shall subject Motorola to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
20. **Remedies Not Exclusive:** Unless a provision otherwise expressly indicates, the remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.
21. **Independent Contractor:** Motorola shall be considered an independent contractor and neither Motorola nor its employees; nor anyone working under Motorola shall be considered an agent or an employee of County. Neither Motorola nor its employees; nor anyone working under Motorola shall qualify for workers’ compensation or other fringe benefits of any kind through County.
22. **Performance:** Contractor shall perform all of its work under this Contract, taking necessary steps and precautions to perform the work to County’s reasonable satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion (subject to Force Majeure events or delays by the County or its other contractors) and coordination of all promised documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work (except for FCC licensing matters or other permits or approvals if the Statement of Work indicates they are the responsibility of County); and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
23. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Section 14.9 of the Price Book, Terms and Conditions, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
24. **Changes:** (See Section 5 above.)

25. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

26. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

27. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

28. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

29. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

30. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

31. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

32. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors 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. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

33. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all directly pertinent books, accounts, records,

reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers of Contractor that are kept in Contractor's ordinary course of business (but not its trade secret information which is not subject to disclosure for audit or any other purpose) for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters directly connected with the Contractor's performance of the contract. The County will provide reasonable notice of such an audit or inspection.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

34. **Patent/Copyright Materials/Proprietary Representation:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. See Section 11 of the Price Book.

35. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County except as permitted by Section 14.2 of the Price Book, Terms and Conditions. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract except as permitted by Section 14.2 of the Price Book, Terms and Conditions.

36. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

37. **Compliance with Laws:** Each Party represents and warrants to the other Party that the performance of its duties and the services to be provided under this Contract shall fully comply, at its expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County.

38. **Freight (F.O.B. Destination):** Covered by Section 12 above.

39. **Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore,

unless otherwise provided for in this Contract.

40. **Additional Terms and Conditions:**

40.1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Work as set forth in the Motorola Proposal.

40.2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, or upon the approval of the County Board of Supervisors, whichever occurs later, and continue for eight (8) calendar years from that date, unless otherwise terminated as provided by the provisions of this Contract. This Contract may not be renewed.

40.3. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent, and may require the approval of the County’s Board of Supervisors. The County’s Project Manager is responsible for advising Motorola whether such approvals have been received.

40.4. **Amendments – Changes/Extra Work:** See Section 5 above. The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County with the Contractor’s concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver services, or the project schedule, the Contractor shall use reasonable efforts to give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may prohibit the Contractor from proceeding with the work as set forth in this Contract.

40.5. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

40.6. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

40.7. **Breach of Contract:** The failure of the either Party to comply with any of the material provisions, covenants or conditions of this Contract shall be a breach of this Contract if the breaching Party fails to cure the non-compliance within thirty (30) days of notice of the alleged

breach by non-breaching Party; such notice will provide reasonable details that describe the nature of the alleged breach. In such event the non-breaching Party may, and in addition to any other remedies available at law or in equity, terminate the Contract.

- 40.8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 40.9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Subject to Section 6 above, any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County.
- 40.10. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees performing the work and their relatives; agents and subcontractors. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
- 40.11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 40.12. **40.13. Consulting Contract – Follow-On Work:** It is anticipated that the Parties may amend this Agreement from time to time so as to allow for additional parts and services to be provided by Motorola to County that is not otherwise in conflict with general laws.
- 40.14. **Appropriation of Funds:** In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will promptly notify Motorola and may terminate the Agreement without termination charges or other liability, except for payment of all services rendered and deliverables shipped up to the date of the termination. Termination shall occur on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first.
- 40.15. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole

discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

- 40.16. Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by reasonable background investigation and reference checks, coordinated and paid for by the agency/department issuing this Contract, which must be performed in accordance with all applicable laws including those relating to privacy and protection of personal information.
- 40.17. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
- 40.18. Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld. The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal for good cause and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager.
- 40.19. Correspondence to Buyer:** Any correspondence related to the terms, prices and conditions of this Contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

Sheriff – Coroner Department
 Attn: Desiree Lopez
 320 N. Flower St.
 Santa Ana, CA 92703

- 40.20. County Of Orange Child Support Enforcement [Within Ten (10) Days Of Notification Of Selection For Award Of Contract]:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

- b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the Contracting entity;
- c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply. Failure of the Contractor to timely submit the data and/or certifications 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, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

40.21. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

40.22. Debarment: Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

40.23. Disputes – Contract: (Covered by Section 10 of the Price Book terms and conditions.)

40.24. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall use reasonable efforts to service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

40.25. Entire Contract: This Contract and all of its attachments comprise the entire Contract between

the Contractor and the County. Additional or new terms contained in this Contract which vary from the Contractor's proposal are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both parties.

- 40.26. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 40.27. **Firm Discount and Pricing Structure:** Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 40.28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any direct loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 40.29. **Investigations/Enforcements:** Throughout the term of the Contract, Contractor must provide detailed information regarding any investigations their firm is under or party to by the Fair Political Practices Commission, or by any other state or federal regulators within 48 hours of occurrence(s). Additionally, they must disclose any prior enforcement or prior actions by the Fair Political Practices Commission, or any other state or federal regulators.
- 40.30. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

40.31. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.

40.32. **Notices:** (See also Section 14.7 of the Price Book terms and conditions.) Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Motorola Solutions, Inc.
 Attention: Kim Caplan, Account Manager
 10680 Treena St., Suite 200
 San Diego, CA 92131

 Kim.Caplan@motorolasolutions.com

With a copy to: Motorola Solutions, Inc.
 Attention: Jerry Burch, MSSSI VP
 10680 Treena St., Suite 200
 San Diego, CA 92131

 jburch@motorolasolutions.com

For County: Sheriff – Coroner Department
 Attn: Desiree Lopez
 320 N. Flower St.
 Santa Ana, CA 92703

For County: Sheriff – Coroner Department / Technology Division
 Attn: Ryan Van Otterloo
 840 N. Eckhoff Street, Suite 104
 Orange, CA 92868

40.33. Ownership of Documentary Deliverables: The term “Documentary Deliverables” means any document that Motorola prepares specifically for County and not for more general purposes and promises to deliver to County under this Agreement; the term does not include any intellectual property rights used to create the document. Upon delivery, County becomes the permanent owner of a Documentary Deliverable but Contractor may use the document in furtherance of its duties under this Contract. See Section 13.1 of the Price Book terms and conditions regarding Contractor’s retention and ownership of all of its intellectual property rights.

40.34. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

40.35. Project Manager, County: The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

40.36. Project Schedule: The services performed under this Contract shall be done in accordance with the approved project schedule incorporated herein which may be revised by means of a change order. The Parties shall be responsible for schedule adherence as outlined herein.

- 40.37. Publication:** No Documentary Deliverables are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
- 40.38. Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings either in person or by conference call. The Contractor shall provide such information that is reasonably requested by the County for the purpose of monitoring progress under this Contract.
- 40.39. Termination for Convenience:** The County shall have the right to terminate this Agreement in whole or in part for its convenience by giving at least ten (10) days written notice to Contractor. If the County exercises this right, it shall pay to Contractor that portion of the Contract Price attributable to the products delivered and services performed through the date of termination for convenience.
- 40.40. Limitation of Liability:** As it pertains to this Agreement, Section 12 of the Terms and Conditions of the Price Book is replaced with the following:

Except for personal injury or death, Motorola's and Customer's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA AND CUSTOMER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS, OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. In no instance shall the limitation of liability impair the County's ability to seek remedy for damages through the Contractor's insurance carrier for the primary limit and coverage up to \$5,000,000. This limitation of liability provision survives the expiration or termination of the Agreement.

40.41 EQUIPMENT DEFINITION. Notwithstanding Section 2 of the Price Book, for maintenance and support services, "Equipment" will be defined to mean the hardware specified in the applicable Statement of Work ("SOW") or attachments to the Motorola Proposal.

40.42 ADDITIONAL HARDWARE. If County purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

40.43 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

40.44 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to this Agreement. Upon reasonable request by Motorola, County will provide a complete serial and model number list of the Equipment. County must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. County's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained 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 maintain that Equipment.

40.45 EQUIPMENT FAILURE. 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 and applicable SOW.

40.46 INTRINSICALLY SAFE. County must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

40.47 EXCLUDED SERVICES.

a) 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.

b) Unless specifically included in this Addendum, 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.

40.48 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at County's location, County 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. County 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 Addendum or applicable SOW, 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 Addendum or applicable SOW, 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, County agrees to reimburse Motorola for those charges and expenses.

40.49 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.

40.50 The System upgrade will be scheduled during the term of this Agreement and will be performed when Motorola's system upgrade operation resources are available. Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

40.51 In addition to the description of the services and exclusions provided in the Motorola Proposal, the following apply:

- a) Upon reasonable request by Motorola, County will provide a complete serial and model number list of the Equipment.
- b) Services exclude 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.
- c) Unless specifically included in this Agreement or applicable Statement of Work, Services exclude items that are consumed in the normal operation of the Equipment; accessories; 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.
- d) County will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Services.

40.52 The SUA II services annualized price is based on the fulfillment of the two year cycle. If County terminates this service during a two year cycle, except for Motorola's default, then County will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

40.53 If County terminates this service and contractual commitment before the end of the 8 year term, for any reason other than Motorola’s default, then the County will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 8 year commitment.

40.54 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

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

Motorola Solutions, Inc.

**County of Orange,
a political subdivision of the State of California**

By: Neil Thomas 10/6/2021
Name: Neil Thomas
Title: Vice President, Western Region

By: _____
Name: _____
Title: _____

Approved by the Board of Supervisors: _____

Approved as to Form:

Office of the County Counsel
Orange County, California

By: Ray Diaz 10/6/2021
Deputy