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Contract Number  
*25-730*

SAP Number

## Innovation and Technology Department

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<b>Contract Term</b>	<u>11/1/2025 – 10/31/2035</u>
<b>Original Contract Amount</b>	<u>NTE \$86,663,048</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>NTE \$86,663,048</u>
<b>Cost Center</b>	<u>1200404020</u>

**Briefly describe the general nature of the contract:** System Upgrade Agreement and Migration Assurance Program Contract with Motorola Solutions, Inc., terminating and replacing Contract No. 16-890, for replacement of remote site base radios and dispatch console equipment, as well as software upgrades and maintenance services for the County's Public Safety Communications system, for a total not-to-exceed amount of \$86,663,048, which includes the contract amount of \$81,567,421 plus applicable taxes, for a contract period of November 1, 2025, through October 31, 2035.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► Kaleigh Ragon  
Kaleigh Ragon, Deputy County Counsel

Date 09/15/2025

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_

Date \_\_\_\_\_

**Proposal  
San Bernardino County**

# **System Upgrade Agreement (SUA II) and Migration Assurance Program (MAP)**

**June 26, 2025**

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June 26, 2025

Mr. Steve Miller  
San Bernardino County  
670 E Gilbert St  
San Bernardino, CA 92405

RE: Motorola Solutions SUAll/MAP Project

Dear Mr. Miller

Motorola Solutions, Inc. ("Motorola") is pleased to present San Bernardino County ("County") the enclosed proposal for the County's System Upgrade Agreement (SUA II) and Migration Assurance Plan (MAP) project.

The SUAll and MAP are complementary programs that will ensure that San Bernardino's 700/800 MHz P25 Trunking system is equipped with Motorola's latest CommandCentral AXS console and "D-series" repeater technologies, while keeping the P25 core and other system hardware up to date. Additionally, Motorola is proposing to provide Technical Support and Security Update Service to San Bernardino during the life of the SUAll and MAP programs.

This proposal is subject to the terms and conditions of the attached Motorola Solutions Customer Agreement. This proposal shall remain valid through October 31st, 2025. San Bernardino County may accept the proposal by signing Section 11 of this Proposal and returning the signed copy to Motorola. For any issues or concerns please contact William Golden, Motorola Solutions Senior Account Manager, by phone at 909-809-6778 or via email [William.golden@motorolasolutions.com](mailto:William.golden@motorolasolutions.com)

Sincerely,  
Motorola Solutions, Inc.



Scott Lees  
Vice President  
NA Government Sales - Western Region

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## Section 1

# System Description

## 1.1 System Upgrade Agreement (SUA II) & Migration Assurance Program (MAP) Overview

Motorola Solutions is pleased to offer this proposal for a ten (10) year System Upgrade Agreement (SUA II) and a seven (7) year Migration Assurance Program (MAP) to San Bernardino County. The offered SUA II program will commence from November 1, 2025 through October 31, 2035 and the MAP will run concurrently from 2025 to 2032.

The MAP for San Bernardino County has been created such that the County can replace equipment approaching the end of its lifecycle with the next generation hardware in a scheduled and consistent manner. The MAP program will follow a defined purchase, staging, and delivery schedule and enable San Bernardino County to implement the new hardware directly. The proposed MAP program will cover the supply of the latest DBR M12 Multicarrier Site base radios to replace the existing GTR 8000 ESS- based ASTRO Repeater Sites and Simulcast cell RF sites as well as migrating San Bernardino County's MCC 7500 consoles to the new CommandCentral AXS consoles.

The scope and pricing included in this offer are based on bundling all of the equipment, software and services (described herein) into a multi-year contract.

## 1.2 System Upgrade Agreement (SUA II)

The System Upgrade Agreement (SUA) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, the SUA service keeps the San Bernardino County ASTRO 25 network compatible with expansion elements, as well as new products or features. With the SUA service, San Bernardino County's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver the SUA service in two-year periods, also known as an SUA II, with up to one major software and/or hardware update for the covered equipment in each period (two-year window). The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.

- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at San Bernardino County sites. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, San Bernardino County will have access to the technology, support, and planning expertise needed for an effective upgrade.

Please see Section 2 for the Statement of Work defining the responsibilities of Motorola and San Bernardino County with regards to the SUA II service.

## 1.3 Security Update Service

Motorola's Security Update Service (SUS) is included in the SUA program, covering all Cores including all repeaters and consoles owned by San Bernardino County. The County's Logging Recorders will be addressed in a future proposal.

Security Update Service assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality.

Please see Section 3 for the Statement of Work defining the responsibilities of Motorola and San Bernardino County pertaining to the Security Update Service.

## 1.4 Remote Technical Support Service

This service provides the ability for San Bernardino County's Radio System administrators and technicians to contact Motorola's 24/7 technical support staff located at our System Support Center in Schaumburg, Illinois. This service provides a single point of contact (one number to call) for help with all system related issues.

The scope of Technical Support provided to San Bernardino County includes coverage for the County owned Cores, as well as the County's dispatch centers. Motorola will continue providing separate Technical Support contracts and services to individual agencies to support infrastructure owned by those agencies.

Please see Section 4 for the Statement of Work defining the responsibilities of Motorola and San Bernardino County pertaining to the Remote Technical Support Service.

## 1.5 MAP: Console, Simulcast RF, and ASTRO25 Repeater Site Migration

This proposal includes the supply of the new CommandCentral AXS consoles to replace the County's existing MCC 7500 series consoles, and DBR M12 Multicarrier Based ASTRO25 Repeater (ASR) site equipment and Simulcast RF sites to replace the GTR 8000 Expandable Site Subsystems (ESS) at the

System Description

County's 700/800 MHz trunking sites through Motorola's MAP. It is expected that San Bernardino County will be solely responsible for the implementation, configuration and testing of this new equipment and removals of any existing equipment. The County's 700/800 MHz Conventional system and VHF system have not been included in the scope of the proposed MAP.

Please refer to Section 5 MAP Statement of Work for details regarding console and RF site equipment replacements and Section 6 Equipment for proposed equipment details. Motorola's effort for this equipment migration will consist of a limited equipment review, and shipment of equipment to a San Bernardino County storage facility.

No coverage analysis or guarantees are associated with the proposed MAP program. Antenna system replacements/modifications are not included in the MAP Scope of Work and it is anticipated that modifications of the County's RF Distribution system will be required to implement the DBR M12 Multicarrier Based sites. Additional transmit antennas will be required to support the proposed equipment due to the County's request to limit the number of Base Radios to ten (10) radios per equipment rack. Finally, system coverage may change if there are differences between the top of the rack power output for the current GTR based sites and the proposed DBR M12 sites.

Motorola will perform upgrades of existing dispatch site and RF site networking equipment as allowed through the San Bernardino County SUA II program. No additional site networking equipment or hardware is included in the MAP program.

## Section 2

# System Upgrade Agreement Statement of Work

## 2.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA II) service, San Bernardino County (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

## 2.2 Scope

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 (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The term of the agreement is listed in Table 2-1: SUA II Term. The eligible System Upgrade windows and their duration are illustrated in Table 2-2: Eligible System Upgrade Window.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

**Table 2-1: SUA II Term**

<b>Duration</b>	<b>10 Year(s)</b>
-----------------	-------------------

**Table 2-2: Eligible System Upgrade Window**

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window	Fourth Eligible Upgrade Window	Fifth Eligible Upgrade Window
Duration:	Duration:	Duration:	Duration:	Duration:
11/01/2025 - 10/31/2027	11/01/2027 - 10/31/2029	11/01/2029 - 10/31/2031	11/01/2031 - 10/31/2033	11/01/2033 - 10/31/2035

The methodology for executing each System Upgrade is described in Section 2.5. ASTRO SUA II pricing is based on the system configuration outlined in Section 2.6 Appendix A System Pricing Configuration This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path. Should the Customer elect an uncertified upgrade path, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

## 2.3 Inclusions

Refer to Table 2-5 SUA II Coverage Table for more detailed information on the SUA inclusions referenced in this section.

### 2.3.1 System Upgrades

System Upgrade coverage includes the products outlined in Section 2.7 Appendix B: SUA II Coverage and does not cover all products. The ASTRO SUA applies only to System Upgrades within the ASTRO platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

### 2.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 2.4.4 for further clarification on coverage.

## 2.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO SUA does not cover the products and services detailed in this document.

**Table 2-3: Limitations and Exclusions**

Excluded Products and Services	Examples (Not Limited To)
--------------------------------	---------------------------

System Upgrade Agreement Statement of Work

Purchased directly from a third party	NICE, Genesis, Verint, FSA, PA
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
<b>Customer-provided</b> remote connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

### 2.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades 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 in this document, Platform Migrations such as, but not limited to, consoles, backhaul, and network changes are not included. Platform Migrations of stations, comparators and site controllers have been included as part of the MAP in this proposal.

### 2.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

### 2.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

### 2.4.4 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer’s responsibility and is not included in

System Upgrade Agreement Statement of Work

SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

## 2.5 General Statement of Work for System Upgrades

### 2.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

#### 2.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.

- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the remote update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the remote based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to On-Line training videos, frequently asked questions, and help guide.
- 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 System 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.

### 2.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 2.5.1.1 Motorola Responsibilities, 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.
- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in Section 2.5.1.1 Motorola Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.

- 
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Section 2.7 Appendix B: SUA II Coverage.  
Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on-premise radio solution and the remote platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened remote, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System 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.

## 2.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

### 2.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
- 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.

### 2.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

## 2.5.3 System Upgrade

### 2.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

### 2.5.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.  
Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

## 2.5.4 Upgrade Completion

### 2.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the Remote Access is available for beneficial use.

### 2.5.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
- Special Provisions
- The migration of capabilities from ASTRO On-Premises Core infrastructure to the remote access is included in the deliverable of the SUA agreement.
- The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.
- Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open-Source Software.

- 
- ASTRO®SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO 7.x software version in the Customer's system or discontinues the ASTRO SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO SUA applicable to the terminated period.
- If the 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 Upgrade Operations Team.
- The ASTRO SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

## 2.6 Appendix A: System Pricing Configuration

This configuration accounts for San Bernardino County’s expected system configuration as of 10/31/2026. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO SUA II price adjustment.

**Table 2-4: System Configuration at Time of Contract**

	San Bernardino County
<b>Core site Configuration</b>	
# Total Core Sites / Zones (excluding Dark Core or DSR Core Sites)	1
# Total DSR Sites / Zones (excluding Dark Core or Primary Core Site)	1
<b>Core site / Zone Licenses and Features (Quantity)</b>	
IV&D (Integrated Voice & Data) (One per Zone)	1
CEN, CNI or IDS Firewalls - (One per Zone/Interface and per OTAR)	1
CSMS (Core Security Management Service) (One per System)	-
ISSI - Total # of ISSI Servers/Applications	2
POP25 / Presence Notifier	-
Text Messaging	-
Outdoor Location	-
<b>Network Management and MOSCAD NFM</b>	
# of Total Network Management Clients (local)	4
# of Total Network Management Clients (remote)	-
# MOSCAD NFM System (typically 1 per zone)	-
# MOSCAD NFM RTU (typically 1 per site location)	1
# MOSCAD NFM Clients/Licenses	-
<b>RF System</b>	
# Non-Simulcast RF Sites (including co-located)	37

# Simulcast Prime Sites (including co-located/redundant)	7
# Simulcast Sub-Sites (including co-located)	33
# Stations/Voice Repeaters - GTR 8000 Trunked FDMA	1019
<b>Dispatch Consoles</b>	
# of Dispatch Site Locations (including co-located)	23
# Console Ops	200
# Conventional Channel Gateways (CCGW)	14
# Conventional Site Controllers (GCP 8000 Controller)	-
<b>Logging</b>	
# AIS (VPM)	4

	San Bernardino County
# NICE IP Logging Recorder**	-
# NICE Logger Replay/Inform Client Applications**	-

\*Software Upgrade and Labor only.

\*\* San Bernardino's NICE Logging infrastructure is outside the scope of this budgetary proposal.

## 2.7 Appendix B: SUA II Coverage

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

**Table 2-5: SUA II Coverage Table**

ASTRO® Certified Solution  Equipment Provided by Motorola	System Upgrade		
	Software	Hardware Full Product	Hardware Board-Level
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓

System Upgrade Agreement Statement of Work

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DSC 8000 Site Controllers	✓		
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	

ASTRO® Certified Solution	System Upgrade		
Equipment Provided by Motorola	Software	Hardware Full Product	Hardware Board-Level
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

System Upgrade Agreement Statement of Work

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## Section 3

# Security Update Service Statement of Work

## 3.1 Overview

Motorola Solutions' ASTRO 25 Security Update Service ("SUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service. Section 2.3 Inclusions indicates if options are included as part of this service.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' [Software Support Policy \("SwSP"\)](#).

## 3.2 Description of Service

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components. Additional options are available for Motorola Solutions to deploy security updates, reboot servers and workstations, or both.

## 3.3 Scope

SUS includes pretested security updates for the software listed in Table 3-1: Update Cadence. This table also describes the release cadence for security updates.

**Table 3-1: Update Cadence**

Security Update Service Statement of Work

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (i.e. Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

### 3.3.1 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 3-2: SUS Packages. This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established [Software Support Policy \(SwSP\)](#).

Motorola Solutions reserves the right to determine, which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned Customer Support Manager ("CSM") for the latest supported releases.

**Table 3-2: SUS Packages**

Service	ASTRO 25 Core Type	Included
Security Update Service Customer Selfinstalled	ASTRO 25 Core	X

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Table 3-3: Installation and Reboot Responsibilities Matrix.

Security Update Service Statement of Work

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## 3.4 Motorola Solutions Responsibilities

- On the release schedule in Section 3.3 Scope, review relevant and appropriate security patches released by Original Equipment Manufacturer (“OEM”) vendors.
- Release tested and verified security patches to Motorola Solutions’ secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Include printable labels the Customer may use if downloading security updates to a disk.
- Send notifications by email when security updates are available to download from the secure website.

## 3.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions’ Systems Integration and Test (“SIT”) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (“IDS”) signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions’ business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

## 3.6 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a Customer Support Plan (“CSP”) prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions’ assigned CSM.

- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions’ secure website.
- Provide means for accessing Motorola Solutions’ secure website to collect the pretested files.
- Download and apply only to the Customer’s system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other system or user other than the system/user contemplated by the Customer Agreement is not permitted.
- Implement Motorola Technical Notices (“MTN”) to keep the system current and patchable.
- Adhere closely to the Motorola Solutions Centralized Managed Support Operations (“CMSO”) troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions’ assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and nonMotorola Solutions software copyright owners.

## 3.7 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 3-3: Installation and Reboot Responsibilities Matrix contains the breakdown of responsibilities. Section 3.3.1 Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

**Table 3-3: Installation and Reboot Responsibilities Matrix**

SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		Deploy pretested files to the Customer’s system as instructed in the “Read Me” text provided on Motorola Solutions’ secure website. When a security update requires a reboot, reboot servers and workstations after security updates are installed.

### 3.7.1 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on

OEM support for that software. If an OEM removes support (e.g., end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

## Section 4

# Remote Technical Support Service Statement of Work

## 4.1 Overview

Motorola Solutions' Remote 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 Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' [Software Support Policy \("SwSP"\)](#).

## 4.2 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' Customer Relationship Management ("CRM") system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

Remote Technical Support Service Statement of Work

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The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 4.8 Priority Level Definitions and Response Times.

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

## 4.3 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 4.8 Priority Level Definitions and Response Times.

## 4.4 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

## 4.5 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSIHELP) 24-hours per day, 7-days per week, and 365-days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 4.8 Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

## 4.6 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Emergency on-site visits required to resolve technical issues that cannot be resolved by the CMSO working remotely with the Customer's technical resource.

Remote Technical Support Service Statement of Work

- Customer training.
- System installations, upgrades, and expansions.
- Hardware repair and/or exchange.
- Network security services.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

## 4.7 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 1.8: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

## 4.8 Priority Level Definitions and Response Times

This section describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

**Table 4-1: Priority Level Definitions and Response Times**

Remote Technical Support Service Statement of Work

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Incident Priority	Incident Definition	Initial Response Time
Critical P1	<p>Core: Core server or core link failure. No redundant server or link available.</p> <p>Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p>Security Features: Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p>

Incident Priority	Incident Definition	Initial Response Time
High P2	<p>Core: Core server or link failures. Redundant server or link available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.</p>
Medium P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundant gateway available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.</p>
Low P4	<p>Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>	<p>Response provided during normal business hours.</p> <p>Motorola Solutions will acknowledge and respond within 1 Business Day.</p>

Remote Technical Support Service Statement of Work

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# Section 5 MAP Statement of Work

The proposed MAP program has been drafted to allow San Bernardino ITD to implement the new DBR M12 Multicarrier Site base radios and AXS Console equipment in a predictable manner with equipment procurement, staging efforts, and deliveries occurring annually throughout the MAP. The proposed schedule for shipment of equipment is shown below.

**Table 5-1 High Level MAP Delivery Schedule**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	2026	2027	2028	2029	2030	2031	2032
<b>Consoles</b>	75	57					
<b>Simulcast Sites</b>			10 Sites	8 Sites	9 Sites	6 Sites	
<b>ASR Sites</b>							2 x 4 Ch 4 x 5 Ch 29 x 6 Ch 1 x 8 Ch 1 x 11 Ch

This section provides:

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

Installation and Configuration of the new equipment is San Bernardino County’s responsibility as described in Section 5.2 AXS Equipment Delivery Responsibilities and 5.6 DBR M12 Multicarrier Site Equipment Delivery Responsibilities.

## 5.1 CommandCentral AXS Scope Description

Motorola Solutions will supply the AXS Console equipment over a period of two (2) years to replace the existing County-owned MCC 7500 equipment.

Depending on the existing MCC 7500 configuration, each of the MCC 7500 consoles will be replaced with new AXS consoles consisting of the following equipment (or similar):

- CommandCentral Hub Computer
- Monitor
- Desktop Speakers
- Footswitch
- Headset

## 5.2 AXS Equipment Delivery Responsibilities

Motorola Solutions scope for this part of the project is limited to the supply of the proposed AXS Consoles shown in Table 5-2 AXS Console Delivery with the configurations and quantities detailed in Section 6 Equipment. Following is a list of activities with the required split of responsibilities between Motorola Solutions and the San Bernardino County. Any changes or modifications in scope or equipment lists will be handled through the Change Order process. San Bernardino County will be responsible for performing the installation, testing, and cutover of all the AXS consoles delivered.

### Motorola Responsibilities:

- Provide a remote program manager as a single point of contact
- Conduct an equipment review and finalize the number of dispatch operator position accessories and peripherals, such as speakers, headsets, monitors, etc.
- Equipment list review with the customer.
- Internal Motorola order placement and order tracking.
- Delivery of AXS console equipment to customer warehouse.
- Inventory of delivered equipment.
- Receive the existing NCR export file from the San Bernardino Core.
- Generate updated TnCT files for implementation by County. TnCT updates will be provided within the same year of equipment shipment.

### Customer Responsibilities:

- Provide a program manager as a single point of contact
- Review and confirmation of equipment lists provided by Motorola Solutions. Any additional consoles, accessories, software, or licensing identified during the equipment review can be purchased by San Bernardino County via the Change Order process or a separate proposal.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of shipped equipment.

- Placement of order for type and quantity of sites to be delivered (1 order per year).
- Receipt of equipment at Customer warehouse.
- Inventory of delivered equipment.
- Provide the current system NCR export file to be used to create the updated TnCT files.
- Coordination and communication of all migration and system outages with San Bernardino County user groups.
- Installation and Configuration of AXS console equipment including all required site work (e.g., Grounding, Electrical, HVAC, DC Power Systems, audio and data circuit wiring, etc.).
- Develop any required templates for each console site
- Apply TnCT files to the system to support console installation

**Table 5-2 AXS Console Delivery**

Delivery Schedule – Console Positions							
	Total	2026	2027	2028	2029	2030	2031
AXS Consoles	132	75	57	-	-	-	-

## 5.3 DBR M12 Multicarrier Site Scope Description

Motorola Solutions will supply the new DBR M12 Multicarrier Site equipment over a period of five (5) years to replace the existing County-owned 700/800 MHz Trunked GTR 8000 ESS sites. The County’s 700/800 MHz Conventional system and VHF system are outside the scope of the MAP.

Depending on the RF site channel count and current configuration, each of the GTR 8000 ESS equipment will be replaced with the following new DBR M12 Multicarrier Site rack consisting of the following equipment:

- Transceiver cards for each carrier (up to 12 per DBR rack).
- Multicarrier Power Amplifiers or MCPA (up to 6).
- Cooling fan modules for the MCPAs.
- N-Way splitter and Combiner.
- Receive Multicouplers site and cabinet depending on the RF site configuration (RMCs).
- TX-post filter(s).
- Preselectors.
- Native DC power System (with optional AC power supplies).

The new DBR rack can support up to twelve (12) channels on a single rack allowing more space for the current RF sites with more than six (6) channels to reduce the racking footprint in the shelters to a single rack. However, per the County’s request, the maximum number of channels per rack delivered will be ten (10).

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Installation, configuration, and testing of the new equipment is San Bernardino County's responsibility as described in DBR M12 Multicarrier Site Equipment Delivery Responsibilities.

## 5.4 DBR M12 Multicarrier Site Base Radios

The new D-Series Base Radios or DBR Multicarrier RF Site provide an integrated design for up to 50% smaller footprint than its predecessor the GTR 8000 ESS at the site. Designed with front/top access and minimized cabling, the DBR Multicarrier RF site reduce install and service labor.

The D-series enclosure can contain up to twelve (12) carriers or channels per rack or cabinet with a new configuration that utilize the new D-series controllers, depending on your configuration needs. Voice traffic is routed from each of the site base radios to the system for distribution to all sites associated with the call.

The new D-series base radios or DBR Multicarrier RF site will have a more simplified implementation, channels redundancy options, improved resiliency, lower transmit power consumption, lower heat dissipation, and reduced maintenance.

Built to perform, the new DBR maximizes capacity and is designed to be always available while protecting your network and mission-critical communications.

## 5.5 DBR M12 Multicarrier Sites Identified for each Year

**The Table 5-3: DBR M12 Multicarrier Simulcast Sites and**

Table 5-4 DBR M12 Multicarrier ASR Sites below lists the anticipated quantities and cadence of DBR M12 Multicarrier Site Base Radios sites to be shipped during the MAP program.

**Table 5-3: DBR M12 Multicarrier Simulcast Sites**

	Simulcast Delivery Schedule - Sites Per Year							
	Total Sites	2026	2027	2028	2029	2030	2031	2032
<b>Barstow</b> 10 Channel Sites	4	-	-	-	-	4	-	-
<b>Mountain</b> 20 Channel Sites	7	-	-	7	-	-	-	-
<b>East Valley</b> 24 Channel Sites	3	-	-	3	-	-	-	-
<b>West Valley</b> 24 Channel Sites	4	-	-	-	4	-	-	-
<b>East Central</b> 30 Channel Sites	5	-	-	-	-	5	-	-
<b>Desert</b> 30 Channel Sites	4	-	-	-	4	-	-	-
<b>West Central</b> 30 Channel Sites	6	-	-	-	-	-	6	-

**Table 5-4 DBR M12 Multicarrier ASR Sites**

	ASR Delivery Schedule - Sites Per Year							
	Total Sites	2026	2027	2028	2029	2030	2031	2032
4 Channel Sites	2	-	-	-	-	-	-	2
5 Channel Sites	4	-	-	-	-	-	-	4
6 Channel Sites	29	-	-	-	-	-	-	29
8 Channels Sites	1	-	-	-	-	-	-	1

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11 Channel Sites	1	-	-	-	-	-	-	1
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## 5.6 DBR M12 Multicarrier Site Equipment Delivery Responsibilities

Motorola Solutions scope for this part of the project is limited to the supply of the equipment described in Section 6 Equipment. Following is a list of activities with the required split of responsibilities between Motorola Solutions and San Bernardino County. Any changes or modifications in scope or equipment lists will be handled through the Change Order process.

### Motorola Responsibilities:

- Provide a remote program manager as a single point of contact
- Equipment list generation for the proposed number of sites and channels.
- Equipment list review with the customer.
- Internal Motorola order placement and order tracking.
- Stage equipment at Motorola's CSSi facility.
- Delivery of Base Radio Sites to customer warehouse.
- Inventory of delivered equipment.
- TnCT updates / file generation for implementation by customer. TnCT updates will be provided the same year of equipment shipment.

### Customer Responsibilities:

- Provide a program manager as a single point of contact
- Placement of order for type and quantity of sites to be delivered in each iteration. Any additional hardware, accessories, software, or licensing identified during the equipment review can be purchased by San Bernardino County via the Change Order process or a separate proposal.
- Review and confirmation of equipment lists provided by Motorola Solutions.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of shipped equipment.
- Provide information required to successfully stage the RF site equipment.

- Receive equipment at County warehouse.
- Inventory of delivered equipment.
- Coordination and communication of all migration and system outages with San Bernardino County user groups.
- Installation and Configuration of D-Series equipment including all required site work (e.g., Grounding, Electrical, HVAC, RF distribution systems, DC Power Systems, audio and data circuit wiring, etc.).
- Provide antennas and antenna feeder lines for each D-Series repeater installation. Additional antennas may be required to support the new RF site equipment per the configurations requested by San Bernardino County.
- Uninstall existing site networking equipment from the current G Series equipment racks and reinstall and configure into the proposed D Series equipment racks.
- Provide and modify site backhaul connectivity to support the new D-Series repeater site equipment. This may include applying TnCT information to the configuration of IP backhaul equipment (site routers, switches, etc.), and providing wide-area backhaul connectivity from each site to the zone core. The provision of wide-area backhaul connectivity includes modifying existing and/or providing new network and transport layer methods to accommodate the new equipment.
- Assume responsibilities for coverage analyses and testing to account for prospective differences in coverage resulting from the replacement of G-Series equipment with D-Series equipment at existing sites and incremental coverage due to expansion sites.

## 5.7 MAP Considerations and Assumptions

In order to develop this SUA and MAP proposal Motorola has made several key assumptions and is highlighting these key considerations. Any changes to the proposed equipment and/or services provided will be handled through the Change Order process.

- San Bernardino County will be responsible for performing the installation, configuration, testing, and cutover of all proposed equipment.
- A Performance Bond is not required.
- Union Labor is not required.
- Prevailing Wages are not required.
- No Motorola provided training is required.
- There will only be a single equipment review per year, and that there will be a single annual staging effort for the RF sites.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- R56 audits or reports are not included in this proposal. This service can be provided upon request at an additional cost.

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- 
- Site walks and on-site engineering support are not included in the scope of this proposal
- San Bernardino ITD will have implemented the seven (7) Virtual Primes prior to the shipment of D-Series Simulcast cell equipment.  
San Bernadino ITD will have implemented the AXS dispatch site(s) at the PSOC facility and will not need Motorola assistance with installation or configuration of the proposed AXS consoles.
- Refresh of San Bernardino's existing Motorola supplied console and RF site networking equipment e.g., site routers, switches, and firewalls, will be supported through an SUA. No site networking equipment has been included in the MAP. Reuse, reconfiguration, and reinstallation of existing networking equipment is the sole responsibility of San Bernardino County.
- No additional equipment racks are required to be supplied for the console site MAP or SUA programs
- Coverage guarantees or coverage maps are outside of the scope of this proposal and it is the responsibility of San Bernardino to develop any new coverage maps or perform any coverage testing required.
- No launch delays will be provided for the San Bernardino County system.
- All equipment will ship to a San Bernardino County warehouse or storage facility within San Bernardino County.
- SBC ITD will transport all equipment from the County provided storage facility to the final installation site(s).
- Motorola will ship equipment with San Bernardino County's current software release or a currently supported software release. It is assumed the County will install the provided equipment prior to the next Core system upgrade. Motorola is not responsible for upgrading the software release of the proposed MAP equipment after shipment to San Bernardino County.
- All existing sites or equipment locations will have adequate Direct Current (DC) electrical power in the proper voltage, and site grounding to support the requirements of the system described.
  - Electrician services are not included.
- All existing towers will have adequate space and size to support the antenna network requirements of the new RF equipment as described.
  - Any tower stress analysis or tower upgrade requirements are the responsibility of San Bernardino County
- Changes to the existing antenna systems required to support the new RF Site(s) will be the responsibility of San Bernardino County.
- Site/location upgrades or modifications are the responsibility of San Bernardino County.
- Interfacing to 3rd party equipment or applications is outside the scope of this proposal.
- No AUX I/O or environmental control integrations are included in the scope of work.
- Approved FCC licensing is responsibility of San Bernardino County ITD.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.

MAP Statement of Work

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- 
- Any required system interconnections not specifically outlined here will be provided by the County. This may include dedicated phone circuits, microwave links, or other types of connectivity.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Customer's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

Equipment specifications and capabilities for the equipment provided as part of the MAP may be different, or the capability discontinued compared to existing equipment. For example, the battery charging capabilities previously available with the G-series base radios will not be available for DBR M12 Multicarrier Site base radios. Motorola will provide a summary of the differences as part of the equipment review.

- The following Transmit and Receive frequency ranges are supported on the DBR M12 Multicarrier Site base radios:
  - 700 MHz allowable TX Range is: 768.00625 - 775.99375 MHz, and must be divisible by 0.003125 or 0.00250.
  - 800 MHz allowable TX Range is: 851.00625 - 869.99375 MHz, and must be divisible by 0.003125 or 0.00250.
- Any additional Motorola Project Management, Field Engineer, System Technologist, Field Service Organization (FSO), or any other Motorola services not defined in this proposal will require a defined scope of work from the County and a mutually agreed upon Change Order.

# Section 6 **MAP**

# **Equipment List**

The following pages list the equipment Motorola is proposing to deliver on an annual basis as part of the MAP. Changes to the proposed equipment list can be made after a Change Order has been mutually agreed to by San Bernardino County and Motorola.

## 6.1 Year 1 MAP Equipment Shipments

AXS CONSOLES		
QTY	NOMENCLATURE	DESCRIPTION
75	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
75	HKVN4730A	LICENSE,AXS TRUNKING SERVICES LICENSE
75	HKVN4731A	LICENSE,AXS ADVANCED CONVENTIONAL SERVICES LICENSE
75	HKVN4732A	LICENSE,AXS SECURE VOICE SERVICES LICENSE
75	HKVN4733A	LICENSE,AXS INTEGRATED IRR
75	HKVN4736A	LICENSE,AXS AMBE+2 VOCODER ROYALTY AND LICENSE
75	HKVN4739A	LICENSE,AXS SECURE OTEK SERVICES LICENSE
75	HKVN4737A	LICENSE,AXS STANDARD LEVEL RADIO RESOURCE CAPACITY
75	B1957A	AXS SOFTWARE DVD
COMMANDCENTRAL HUB		
75	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
75	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
75	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
75	CA03547AA	ADD: BRACKET, MOUNTING 2RU
75	CA03572AA	ADD: CABLE RETENTION BRACKET
75	L3226A	CERTIFIED OPTICAL WHEEL MOUSE
75	L3225A	CERTIFIED KEYBOARD
75	RLN6098A	HDST MODULE BASE W/PTT, 15 FT CBL

MAP Equipment List

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<b>75</b>	<b>RMN5150A</b>	<b>OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET</b>
<b>75</b>	<b>DSTWIN6328A</b>	<b>PROVIDES ONE DUAL PEDAL FOOTSWITCH</b>
<b>75</b>	<b>DSTG221B</b>	<b>TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH</b>
<b>150</b>	<b>B1913A</b>	<b>MCC SERIES HEADSET JACK</b>
<b>75</b>	<b>B1951B</b>	<b>MICROPHONE, DESKTOP, USB</b>
<b>75</b>	<b>CA03413AA</b>	<b>ADD: USB CABLE, TYPE A TO TYPE C, 4.5M</b>
<b>150</b>	<b>B1952B</b>	<b>SPEAKER, DESKTOP, USB</b>
<b>150</b>	<b>CA03413AA</b>	<b>ADD: USB CABLE, TYPE A TO TYPE C, 4.5M</b>
<b>150</b>	<b>CA03405AA</b>	<b>ADD: POWER SUPPLY WITH DC CORD</b>
<b>150</b>	<b>CA03406AA</b>	<b>ADD: AC LINE CORD, NORTH AMERICA</b>

MAP Equipment List

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## 6.2 Year 2 MAP Equipment Shipments

AXS CONSOLES		
QTY	NOMENCLATURE	DESCRIPTION
57	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
57	HKVN4730A	LICENSE,AXS TRUNKING SERVICES LICENSE
57	HKVN4731A	LICENSE,AXS ADVANCED CONVENTIONAL SERVICES LICENSE
57	HKVN4732A	LICENSE,AXS SECURE VOICE SERVICES LICENSE
57	HKVN4733A	LICENSE,AXS INTEGRATED IRR
57	HKVN4736A	LICENSE,AXS AMBE+2 VOCODER ROYALTY AND LICENSE
57	HKVN4739A	LICENSE,AXS SECURE OTEK SERVICES LICENSE
57	HKVN4737A	LICENSE,AXS STANDARD LEVEL RADIO RESOURCE CAPACITY
57	B1957A	AXS SOFTWARE DVD
COMMANDCENTRAL HUB		
57	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
57	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
57	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
57	CA03547AA	ADD: BRACKET, MOUNTING 2RU
57	CA03572AA	ADD: CABLE RETENTION BRACKET
57	L3226A	CERTIFIED OPTICAL WHEEL MOUSE
57	L3225A	CERTIFIED KEYBOARD
57	RLN6098A	HDST MODULE BASE W/PTT, 15 FT CBL

MAP Equipment List

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	<b>57</b>	<b>RMN5150A</b>	<b>OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET</b>
<b>57</b>	<b>DSTWIN6328A</b>	<b>PROVIDES ONE DUAL PEDAL FOOTSWITCH</b>	
<b>57</b>	<b>DSTG221B</b>	<b>TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH</b>	
<b>114</b>	<b>B1913A</b>	<b>MCC SERIES HEADSET JACK</b>	
<b>57</b>	<b>B1951B</b>	<b>MICROPHONE, DESKTOP, USB</b>	
<b>57</b>	<b>CA03413AA</b>	<b>ADD: USB CABLE, TYPE A TO TYPE C, 4.5M</b>	
<b>114</b>	<b>B1952B</b>	<b>SPEAKER, DESKTOP, USB</b>	
<b>114</b>	<b>CA03413AA</b>	<b>ADD: USB CABLE, TYPE A TO TYPE C, 4.5M</b>	
<b>114</b>	<b>CA03405AA</b>	<b>ADD: POWER SUPPLY WITH DC CORD</b>	
<b>114</b>	<b>CA03406AA</b>	<b>ADD: AC LINE CORD, NORTH AMERICA</b>	

MAP Equipment List

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## 6.3 Year 3 MAP Equipment Shipments

20 CHANNEL SIMULCAST		
QTY	NOMENCLATURE	DESCRIPTION
7	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
7	CA04070AA	ADD: REPLACING EXISTING SITE
7	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
7	CA03875AA	ADD: DBR M12 PRIMARY RACK
56	CA03887AA	ADD: ANTENNA 1 CHANNELS
42	CA03890AA	ADD: 700 MHZ POWER AMPLIFIER
14	CA03895AA	ADD: INTEGRATED GNSS TIMING REF W/ RB
7	CA03906AA	ADD: 7.5 FOOT OPEN RACK
7	CA03878AA	ADD: 700 MHZ TX ANTENNA 1 FILTER
7	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
14	UA00866AA	ADD: SIMULCAST SUB-SITE CONTROLLER SW
56	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
14	UA00871AA	ADD: DSC 8500 RUBIDIUM SW LICENSE
7	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
7	CA04070AA	ADD: REPLACING EXISTING SITE
7	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
7	CA03876AA	ADD: DBR M12 EXPANSION RACK 1
56	CA03887AA	ADD: ANTENNA 1 CHANNELS

MAP Equipment List

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	<b>42</b>	<b>CA03890AA</b>	<b>ADD: 700 MHZ POWER AMPLIFIER</b>
<b>7</b>		<b>CA03906AA</b>	<b>ADD: 7.5 FOOT OPEN RACK</b>
<b>7</b>		<b>CA03878AA</b>	<b>ADD: 700 MHZ TX ANTENNA 1 FILTER</b>
<b>56</b>		<b>UA00868AA</b>	<b>ADD: SIMULCAST SUB-SITE BR SOFTWARE</b>
<b>7</b>		<b>SQM01SUM0338A</b>	<b>7/800 DBR M12 MULTI-CARRIER SITE</b>
<b>7</b>		<b>CA04070AA</b>	<b>ADD: REPLACING EXISTING SITE</b>
<b>7</b>		<b>CA03873AA</b>	<b>ADD: SYSTEM RELEASE AN2024.X</b>
<b>7</b>		<b>CA03877AA</b>	<b>ADD: DBR M12 EXPANSION RACK 2</b>
<b>28</b>		<b>CA03887AA</b>	<b>ADD: ANTENNA 1 CHANNELS</b>
<b>35</b>		<b>CA03891AA</b>	<b>ADD: 800 MHZ POWER AMPLIFIER</b>
<b>7</b>		<b>CA03906AA</b>	<b>ADD: 7.5 FOOT OPEN RACK</b>
<b>7</b>		<b>CA03879AA</b>	<b>ADD: 800 MHZ TX ANTENNA 1 FILTER</b>
<b>28</b>		<b>UA00868AA</b>	<b>ADD: SIMULCAST SUB-SITE BR SOFTWARE</b>

<b>24 CHANNEL SIMULCAST (EAST CELL)</b>		
<b>QTY</b>	<b>NOMENCLATURE</b>	<b>DESCRIPTION</b>
<b>3</b>	<b>SQM01SUM0338A</b>	<b>7/800 DBR M12 MULTI-CARRIER SITE</b>
<b>3</b>	<b>CA04070AA</b>	<b>ADD: REPLACING EXISTING SITE</b>
<b>3</b>	<b>CA03873AA</b>	<b>ADD: SYSTEM RELEASE AN2024.X</b>
<b>3</b>	<b>CA03875AA</b>	<b>ADD: DBR M12 PRIMARY RACK</b>
<b>27</b>	<b>CA03887AA</b>	<b>ADD: ANTENNA 1 CHANNELS</b>

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18	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
6	CA03895AA	ADD: INTEGRATED GNSS TIMING REF W/ RB
3	CA03906AA	ADD: 7.5 FOOT OPEN RACK
3	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
3	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
6	UA00866AA	ADD: SIMULCAST SUB-SITE CONTROLLER SW
27	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
6	UA00871AA	ADD: DSC 8500 RUBIDIUM SW LICENSE
3	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
3	CA04070AA	ADD: REPLACING EXISTING SITE
3	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
3	CA03876AA	ADD: DBR M12 EXPANSION RACK 1
24	CA03887AA	ADD: ANTENNA 1 CHANNELS
15	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
3	CA03906AA	ADD: 7.5 FOOT OPEN RACK
3	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
24	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
3	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
3	CA04070AA	ADD: REPLACING EXISTING SITE
3	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
3	CA03877AA	ADD: DBR M12 EXPANSION RACK 2

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<b>21</b>	<b>CA03887AA</b>	<b>ADD: ANTENNA 1 CHANNELS</b>
<b>15</b>	<b>CA03890AA</b>	<b>ADD: 700 MHZ POWER AMPLIFIER</b>
<b>3</b>	<b>CA03906AA</b>	<b>ADD: 7.5 FOOT OPEN RACK</b>
<b>3</b>	<b>CA03878AA</b>	<b>ADD: 700 MHZ TX ANTENNA 1 FILTER</b>
<b>21</b>	<b>UA00868AA</b>	<b>ADD: SIMULCAST SUB-SITE BR SOFTWARE</b>

MAP Equipment List

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## 6.4 Year 4 MAP Equipment Shipments

24 CHANNEL SIMULCAST (WEST CELL)		
QTY	NOMENCLATURE	DESCRIPTION
4	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
4	CA04070AA	ADD: REPLACING EXISTING SITE
4	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
4	CA03875AA	ADD: DBR M12 PRIMARY RACK
20	CA03887AA	ADD: ANTENNA 1 CHANNELS
20	CA03888AA	ADD: ANTENNA 2 CHANNELS
24	CA03890AA	ADD: 700 MHZ POWER AMPLIFIER
8	CA03895AA	ADD: INTEGRATED GNSS TIMING REF W/ RB
4	CA03906AA	ADD: 7.5 FOOT OPEN RACK
4	CA03878AA	ADD: 700 MHZ TX ANTENNA 1 FILTER
4	CA03881AA	ADD: 700 MHZ TX ANTENNA 2 FILTER
4	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
8	UA00866AA	ADD: SIMULCAST SUB-SITE CONTROLLER SW
40	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
8	UA00871AA	ADD: DSC 8500 RUBIDIUM SW LICENSE
4	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
4	CA04070AA	ADD: REPLACING EXISTING SITE
4	CA03873AA	ADD: SYSTEM RELEASE AN2024.X

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4	CA03876AA	ADD: DBR M12 EXPANSION RACK 1
32	CA03887AA	ADD: ANTENNA 1 CHANNELS
20	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
4	CA03906AA	ADD: 7.5 FOOT OPEN RACK
4	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
32	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
4	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
4	CA04070AA	ADD: REPLACING EXISTING SITE
4	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
4	CA03877AA	ADD: DBR M12 EXPANSION RACK 2
24	CA03887AA	ADD: ANTENNA 1 CHANNELS
4	CA03906AA	ADD: 7.5 FOOT OPEN RACK
4	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
24	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE

30 CHANNEL SIMULCAST		
QTY	NOMENCLATURE	DESCRIPTION
4	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
4	CA04070AA	ADD: REPLACING EXISTING SITE
4	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
4	CA03875AA	ADD: DBR M12 PRIMARY RACK

MAP Equipment List

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24	CA03887AA	ADD: ANTENNA 1 CHANNELS
24	CA03888AA	ADD: ANTENNA 2 CHANNELS
12	CA03890AA	ADD: 700 MHZ POWER AMPLIFIER
12	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
8	CA03895AA	ADD: INTEGRATED GNSS TIMING REF W/ RB
4	CA03906AA	ADD: 7.5 FOOT OPEN RACK
4	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
4	CA03881AA	ADD: 700 MHZ TX ANTENNA 2 FILTER
4	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
8	UA00866AA	ADD: SIMULCAST SUB-SITE CONTROLLER SW
48	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
8	UA00871AA	ADD: DSC 8500 RUBIDIUM SW LICENSE
4	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
4	CA04070AA	ADD: REPLACING EXISTING SITE
4	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
4	CA03876AA	ADD: DBR M12 EXPANSION RACK 1
36	CA03887AA	ADD: ANTENNA 1 CHANNELS
24	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
4	CA03906AA	ADD: 7.5 FOOT OPEN RACK
4	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
36	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE

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4	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
4	CA04070AA	ADD: REPLACING EXISTING SITE
4	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
4	CA03877AA	ADD: DBR M12 EXPANSION RACK 2
36	CA03887AA	ADD: ANTENNA 1 CHANNELS
24	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
4	CA03906AA	ADD: 7.5 FOOT OPEN RACK
4	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
36	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE

## 6.5 Year 5 MAP Equipment Shipments

10 CHANNEL SIMULCAST		
QTY	NOMENCLATURE	DESCRIPTION
4	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
4	CA04070AA	ADD: REPLACING EXISTING SITE
4	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
4	CA03875AA	ADD: DBR M12 PRIMARY RACK
24	CA03887AA	ADD: ANTENNA 1 CHANNELS
20	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
8	CA03895AA	ADD: INTEGRATED GNSS TIMING REF W/ RB
4	CA03906AA	ADD: 7.5 FOOT OPEN RACK
4	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
4	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
8	UA00866AA	ADD: SIMULCAST SUB-SITE CONTROLLER SW
24	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
8	UA00871AA	ADD: DSC 8500 RUBIDIUM SW LICENSE
4	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
4	CA04070AA	ADD: REPLACING EXISTING SITE
4	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
4	CA03876AA	ADD: DBR M12 EXPANSION RACK 1
16	CA03887AA	ADD: ANTENNA 1 CHANNELS

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20	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
4	CA03906AA	ADD: 7.5 FOOT OPEN RACK
4	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
16	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE

30 CHANNEL SIMULCAST		
QTY	NOMENCLATURE	DESCRIPTION
5	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
5	CA04070AA	ADD: REPLACING EXISTING SITE
5	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
5	CA03875AA	ADD: DBR M12 PRIMARY RACK
30	CA03887AA	ADD: ANTENNA 1 CHANNELS
30	CA03888AA	ADD: ANTENNA 2 CHANNELS
15	CA03890AA	ADD: 700 MHZ POWER AMPLIFIER
15	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
10	CA03895AA	ADD: INTEGRATED GNSS TIMING REF W/ RB
5	CA03906AA	ADD: 7.5 FOOT OPEN RACK
5	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
5	CA03881AA	ADD: 700 MHZ TX ANTENNA 2 FILTER
5	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
10	UA00866AA	ADD: SIMULCAST SUB-SITE CONTROLLER SW
60	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE

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10	UA00871AA	ADD: DSC 8500 RUBIDIUM SW LICENSE
5	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
5	CA04070AA	ADD: REPLACING EXISTING SITE
5	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
5	CA03876AA	ADD: DBR M12 EXPANSION RACK 1
45	CA03887AA	ADD: ANTENNA 1 CHANNELS
30	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
5	CA03906AA	ADD: 7.5 FOOT OPEN RACK
5	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
45	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
5	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
5	CA04070AA	ADD: REPLACING EXISTING SITE
5	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
5	CA03877AA	ADD: DBR M12 EXPANSION RACK 2
45	CA03887AA	ADD: ANTENNA 1 CHANNELS
30	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
5	CA03906AA	ADD: 7.5 FOOT OPEN RACK
5	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
45	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE

## 6.6 Year 6 MAP Equipment Shipments

MAP Equipment List

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30 CHANNEL SIMULCAST		
QTY	NOMENCLATURE	DESCRIPTION
6	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
6	CA04070AA	ADD: REPLACING EXISTING SITE
6	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
6	CA03875AA	ADD: DBR M12 PRIMARY RACK
36	CA03887AA	ADD: ANTENNA 1 CHANNELS
36	CA03888AA	ADD: ANTENNA 2 CHANNELS
18	CA03890AA	ADD: 700 MHZ POWER AMPLIFIER
18	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
12	CA03895AA	ADD: INTEGRATED GNSS TIMING REF W/ RB
6	CA03906AA	ADD: 7.5 FOOT OPEN RACK
6	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
6	CA03881AA	ADD: 700 MHZ TX ANTENNA 2 FILTER
6	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
12	UA00866AA	ADD: SIMULCAST SUB-SITE CONTROLLER SW
72	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
12	UA00871AA	ADD: DSC 8500 RUBIDIUM SW LICENSE
6	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
6	CA04070AA	ADD: REPLACING EXISTING SITE
6	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
6	CA03876AA	ADD: DBR M12 EXPANSION RACK 1

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54	CA03887AA	ADD: ANTENNA 1 CHANNELS
36	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
6	CA03906AA	ADD: 7.5 FOOT OPEN RACK
6	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
54	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
6	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
6	CA04070AA	ADD: REPLACING EXISTING SITE
6	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
6	CA03877AA	ADD: DBR M12 EXPANSION RACK 2
54	CA03887AA	ADD: ANTENNA 1 CHANNELS
36	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
6	CA03906AA	ADD: 7.5 FOOT OPEN RACK
6	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
54	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE

## 6.7 Year 7 MAP Equipment Shipments

4 CHANNEL ASR		
QTY	NOMENCLATURE	DESCRIPTION
2	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
2	CA04070AA	ADD: REPLACING EXISTING SITE
2	CA03873AA	ADD: SYSTEM RELEASE AN2024.X

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2	CA03875AA	ADD: DBR M12 PRIMARY RACK
8	CA03887AA	ADD: ANTENNA 1 CHANNELS
10	CA03890AA	ADD: 700 MHZ POWER AMPLIFIER
2	CA03906AA	ADD: 7.5 FOOT OPEN RACK
2	CA03878AA	ADD: 700 MHZ TX ANTENNA 1 FILTER
2	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
4	UA00865AA	ADD: SITE REPEATER CONTROLLER SW
8	UA00867AA	ADD: SITE REPEATER BR SOFTWARE

5 CHANNEL ASR		
QTY	NOMENCLATURE	DESCRIPTION
4	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
4	CA04070AA	ADD: REPLACING EXISTING SITE
4	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
4	CA03875AA	ADD: DBR M12 PRIMARY RACK
20	CA03887AA	ADD: ANTENNA 1 CHANNELS
4	CA03906AA	ADD: 7.5 FOOT OPEN RACK
4	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
4	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
8	UA00865AA	ADD: SITE REPEATER CONTROLLER SW
20	UA00867AA	ADD: SITE REPEATER BR SOFTWARE

MAP Equipment List

Use or disclosure of this proposal is subject to the restrictions on the cover page. *Motorola Solutions Confidential Restricted*

6 CHANNEL ASR		
QTY	NOMENCLATURE	DESCRIPTION
29	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
29	CA04070AA	ADD: REPLACING EXISTING SITE
29	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
29	CA03875AA	ADD: DBR M12 PRIMARY RACK
174	CA03887AA	ADD: ANTENNA 1 CHANNELS
29	CA03906AA	ADD: 7.5 FOOT OPEN RACK
29	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
29	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
58	UA00865AA	ADD: SITE REPEATER CONTROLLER SW
174	UA00867AA	ADD: SITE REPEATER BR SOFTWARE

8 CHANNEL ASR		
QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
1	CA04070AA	ADD: REPLACING EXISTING SITE
1	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
1	CA03875AA	ADD: DBR M12 PRIMARY RACK
8	CA03887AA	ADD: ANTENNA 1 CHANNELS
6	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER

MAP Equipment List

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1	CA03906AA	ADD: 7.5 FOOT OPEN RACK
1	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
1	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
2	UA00865AA	ADD: SITE REPEATER CONTROLLER SW
8	UA00867AA	ADD: SITE REPEATER BR SOFTWARE

11 CHANNEL ASR		
QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
1	CA04070AA	ADD: REPLACING EXISTING SITE
1	CA03873AA	ADD: SYSTEM RELEASE AN2024.X
1	CA03875AA	ADD: DBR M12 PRIMARY RACK
6	CA03887AA	ADD: ANTENNA 1 CHANNELS
1	CA03906AA	ADD: 7.5 FOOT OPEN RACK

1	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
1	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
2	UA00865AA	ADD: SITE REPEATER CONTROLLER SW
6	UA00867AA	ADD: SITE REPEATER BR SOFTWARE
1	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
1	CA04070AA	ADD: REPLACING EXISTING SITE
1	CA03873AA	ADD: SYSTEM RELEASE AN2024.X

MAP Equipment List

Use or disclosure of this proposal is subject to the restrictions on the cover page. *Motorola Solutions Confidential Restricted*

1	CA03876AA	ADD: DBR M12 EXPANSION RACK 1
5	CA03887AA	ADD: ANTENNA 1 CHANNELS
1	CA03906AA	ADD: 7.5 FOOT OPEN RACK
1	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
5	UA00867AA	ADD: SITE REPEATER BR SOFTWARE

MAP Equipment List

Use or disclosure of this proposal is subject to the restrictions on the cover page. *Motorola Solutions Confidential Restricted*

## Section 7

# Training

No training has been included in this proposal. If additional training is required it can be purchased via a separate proposal.

Training

# Section 8 **Acceptance Test Plan**

No Acceptance Test Plan (ATP) or Field ATP (FATP) will be conducted as part of the MAP.

**Section 9**

# Warranty and Services

Motorola is proposing our standard one (1) year equipment warranty on the proposed MAP equipment. Additionally, Motorola is proposing ten (10 ) years of SUA II, SUS, and Tech Support as described in Section 2 System Update Agreement, Section 3 Security Update Service, and Section 4 Remote Technical Support. San Bernardino County will be eligible for up to five (5) major hardware or software updates during the term of the SUA (up to one (1) upgrade per two-year window).

**Section 10**

# Pricing Summary

## 10.1 Program Pricing

Proposed pricing for the seven (7) year MAP and ten (10) year SUA and Maintenance programs exclusive of taxes

Equipment/Service	10-Year View										Total	
	Year 1 FY 25/26	Year 2 FY 26/27	Year 3 FY 27/28	Year 4 FY 28/29	Year 5 FY 29/30	Year 6 FY 30/31	Year 7 FY 31/32	Year 8 FY 32/33	Year 9 FY 33/34	Year 10 FY 34/35		
<i>Platform Migration MAP AXS Consoles</i>	\$4,865,784	\$3,937,363	\$11,787,936	\$11,848,546	\$11,276,720	\$10,769,687	\$10,876,891					\$8,803,148
<i>Platform Migration MAP D Series Repeaters</i>												\$56,559,780
<b>Total EQ</b>	<b>\$4,865,784</b>	<b>\$3,937,363</b>	<b>\$11,787,936</b>	<b>\$11,848,546</b>	<b>\$11,276,720</b>	<b>\$10,769,687</b>	<b>\$10,876,891</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$65,362,928</b>
<i>SUA II Infrastructure</i>	\$1,244,799	\$1,307,039	\$1,372,391	\$1,441,011	\$1,513,061	\$1,588,714	\$1,668,150	\$1,751,557	\$1,839,135	\$1,931,092		\$15,656,950
<i>SUA II AXS Console</i>	\$533,485	\$560,160	\$588,168	\$617,576	\$648,455	\$680,878	\$714,921	\$750,667	\$788,201	\$827,611		\$6,710,121
<i>Maintenance</i>	\$185,603	\$194,883	\$204,627	\$214,859	\$225,602	\$236,882	\$248,726	\$261,162	\$274,220	\$287,931		\$2,334,496
<i>SUS</i>	\$196,385	\$206,204	\$216,514	\$227,340	\$238,707	\$250,642	\$263,174	\$276,333	\$290,150	\$304,657		\$2,470,107
<b>Total SUA &amp; Maintenance</b>	<b>\$2,160,272</b>	<b>\$2,268,286</b>	<b>\$2,381,700</b>	<b>\$2,500,785</b>	<b>\$2,625,825</b>	<b>\$2,757,116</b>	<b>\$2,894,972</b>	<b>\$3,039,720</b>	<b>\$3,191,706</b>	<b>\$3,351,292</b>		<b>\$27,171,675</b>
<b>GRAND TOTAL</b>	<b>\$7,026,057</b>	<b>\$6,205,649</b>	<b>\$14,169,637</b>	<b>\$14,349,332</b>	<b>\$13,902,545</b>	<b>\$13,526,803</b>	<b>\$13,771,862</b>	<b>\$3,039,720</b>	<b>\$3,191,706</b>	<b>\$3,351,292</b>		<b>\$92,534,603</b>
Incentive #1: Early Contract Extension	-\$1,292,182	-\$700,000										-\$1,992,182
Incentive #2: Yearly Equipment Discount		-\$225,000	-\$900,000	-\$900,000	-\$900,000	-\$900,000	-\$900,000					-\$4,725,000
Incentive #3: Contract by Sep 27, 2025			-\$850,000	-\$850,000	-\$850,000	-\$850,000	-\$850,000					-\$4,250,000
<b>Incentive Total</b>												<b>-\$10,967,182</b>
<b>GRAND TOTAL after Incentives</b>	<b>\$5,733,875</b>	<b>\$5,280,649</b>	<b>\$12,419,637</b>	<b>\$12,599,332</b>	<b>\$12,152,545</b>	<b>\$11,776,803</b>	<b>\$12,021,862</b>	<b>\$3,039,720</b>	<b>\$3,191,706</b>	<b>\$3,351,292</b>		<b>\$81,567,421</b>

## 10.2 Payment Terms

Customer will make payments to Motorola within sixty (60) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

**Motorola will invoice Customer annually in advance of each MAP year, SUA II, and Maintenance, per the pricing schedule. Annual invoices shall be paid prior to commencement of any designated deliverables for each respective MAP year SUA II, and Maintenance.**

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



Section 11

# Contractual Terms

This proposal is subject to the terms and conditions of the attached Motorola Solutions Customer Agreement. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

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

**Motorola Solutions, Inc.**

By: Scott Lees  
Scott Lees (Sep 17, 2025 07:54:23 MDT)

Name: Scott Lees

Title: Regional Vice President

Date: 09/17/25

**San Bernardino County**

By: Dawn Rowe

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: SEP 23 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

LYNN MONEL  
Clerk of the Board of Supervisors  
of San Bernardino County  
By: \_\_\_\_\_



## Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “MCA”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“Motorola”) and the entity purchasing Products (as defined below) from Motorola, San Bernardino County (“Customer” or “County”).

Motorola and Customer will each be referred to herein as a “Party” and collectively as the “Parties”. This Agreement (as defined below) is effective as of the date of the last signature on the Agreement (the “Effective Date”), and, applies to new projects (including this System Upgrade Agreement (SUA II) and Migration Assurance Plan (MAP), project ) and terminates and replaces the Parties prior agreement, County Contract No. 16-890. In executing this Agreement, Motorola hereby waives any fees, penalties, or other remedies it may have due to the early termination of County Contract No. 16-890.

### 1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “Addendum”, and collectively the “Addenda”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “Agreement”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

### 2. Definitions.

“Authorized Users” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“Change Order” means a written amendment to this Agreement after the Effective Date.

“Communications System” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“Contract Price” or “Fees” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“Confidential Information” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“Customer Data” has the meaning given to it in the DPA.

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola which may be used with the Products.

**“Data Processing Addendum”** or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

**“Documentation”** means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

**“Integration Services”** means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

**“Lifecycle Management Services”** or **“LMS”** means upgrade services as set out in the applicable Proposal.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

**“Motorola Data”** means data owned by Motorola and made available to Customer in connection with the Products;

**“Motorola Materials”** means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (“ATP”); a “Payment” Form (Communications System purchase only); or a “System Acceptance Certificate” (Communications System only), depending on the Products purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

**“Professional Services”** are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

**“Services”** means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

**“Service Completion Date”** means the date of Motorola’s completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

**“Software-as-a-Service”** or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

**“Software System”** means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer Provided Equipment or Equipment provided by or made available to Customer by Motorola.

**“Subscription”** means a recurring payment for Products, as set out in the Proposal.

**“Subscription Services”** or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

**“Term”** means the term of this MCA which will commence on November 1, 2025 effective through October 31, 2035 .

### 3. Products and Services.

**3.1. Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

#### 3.2. Services.

**3.2.1.** Motorola will provide Services, to the extent set forth in this Agreement.

**3.2.2.** Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

**3.2.3.** Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

**3.2.4.** Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

**3.2.5.** Professional Services

- 3.2.5.1. Additional Service Terms.** If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.
- 3.3. Additional Product Terms.** If the Products include one of the following Products or Product types, additional terms apply as found in the below links:  
[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#) [Drone related Products](#) [Comparison Manager](#)  
[Data licensed from Motorola](#)
- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the

other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

#### 4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "Initial Subscription Period") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "Renewal Subscription Year"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "Subscription Term".) At the end of each subscription term, a CPI percentage change calculation shall be performed. If the annual inflation rate increases greater than 5% during the previous year, Motorola shall have the right to increase all future prices by the CPI increase amount exceeding 5%. The Consumer Price Index for the Riverside-San Bernardino-Ontario area (All Items, not seasonally adjusted with Base Period 1982-1984=100) shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable.

by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

- 4.7. **Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1. The Contract Price of ~~\$81,567,421~~, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or nonissuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. **Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment). Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within sixty (60) days of invoice due date when due.
- 5.3. **Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within sixty (60) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. **Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within sixty (60) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. **Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment

of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

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

Name: San Bernardino County  
Address: 851 East Cooley Drive, Colton, CA 92432  
Phone: 909 384 5947  
E-Invoice (to receive invoices via email): APInvoices@sbcountyatc.gov  
Customer Account Number: 1000189937  
Customer Accounts Payable Email: APInvoices@sbcountyatc.gov  
Customer CC (optional) Email: steve.Miller@itd.sbcounty.gov

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

Name: San Bernardino County Warehouse  
Address: 670 E GILBERT ST, SAN BERNARDINO , 92415

The Equipment will be shipped to the Customer at the following address:

Name: San Bernardino County Warehouse  
Address: 670 E GILBERT ST, SAN BERNARDINO , 92415  
Phone: 909 384 5947

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

**5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in an Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer upon receipt. Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

**5.8. Delays.** Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

**5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

**6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**

**6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. 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.

**6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

**6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

**6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate NonMotorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

- 6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

## 7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

- 7.4. SaaS. SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims: Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or reperform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. **Indemnification.**

**8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“Claim”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

**8.2.1.** If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit

for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

**8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

**8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.

**8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to

Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

**9. Limitation of Liability.**

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action, unless otherwise allowed under applicable California law.

**10. Confidentiality.**

- 10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

## 11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the [DPA](#). Customer Data will remain in the Continental United States.

- 11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer

or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

- 11.4. Improvements: Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## 12. Acceptance

- 12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial

Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

**13. Force Majeure; Delays Caused by Customer.**

**13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

**14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share

the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in San Bernardino, California, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

**14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

**15. General.**

**15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations

required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

- 15.2. Audit, Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of thirdparty software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

- 15.9.** Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10.** Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11.** Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12.** Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.