THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number
26-458

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Motorola Solutions, Inc.
Contractor Representative	Sabrina Sapal, Sr. Customer Support Manager
Telephone Number	(714) 330-0043
Contract Term	07/01/2026 to 06/30/2027
Original Contract Amount	$201,521.94
Amendment Amount	------------
Total Contract Amount	$201,521.94
Cost Center	4430001000
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract:

Agreement with Motorola Solutions, Inc. for its NICE Gold Maintenance for remote and on-site radio, telephony, and Inform maintenance services, in the amount of $201,521.94, effective July 1, 2026, through June 30, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Grace B. Parsons	►	► Carolina Mendoza Carolina Mendoza (May 7, 2026 12:32:57 PDT)
Grace B. Parsons, Deputy County Counsel		Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Date 07/05/2026	Date	Date 07/05/2026

SERVICE AGREEMENT

MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3505077
Contract Number: USC000594961
Contract Modifier: R16-FEB-26 17:18:00

Date:02/16/2026

Company Name:	SAN BERNARDINO COUNTY SHERIFF DEPT
Attn:	
Billing Address:	670 E GILBERT ST
City, State, Zip:	SAN BERNARDINO , CA, 92415
Customer Contact:	Jonathan Alonzo
Phone:	909-387-0647

Required P.O. :
PO # :
Customer # :1000627622
Bill to Tag # :
Contract Start Date :01-Jul-2026
Contract End Date :30-Jun-2027
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description		Extended Amt
	SVC02SVC0127A	NICE GOLD PACKAGE		$201,521.94
		Subtotal - Recurring Services	$16,793.50	$201,521.94
		Subtotal - One-Time Event Services	$0.00	$0.00
		Total		$201,521.94
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		

SPECIAL INSTRUCTIONS:

NICE Gold Maintenance Package

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

Dawn Rowe | Chair, Board of Supervisors | JUN 09 2026
AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE

Dawn Rowe
CUSTOMER (PRINT NAME)

Sabrina Sapal
Sabrina Sapal (May 4, 2026 16:00:48 PDT) | CSM | 05/04/2026
MOTOROLA REPRESENTATIVE(SIGNATURE) | TITLE | DATE

SABRINA SAPAL | 714-330-0443

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MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name :	SAN BERNARDINO COUNTY SHERIFF DEPT
Contract Number :	USC000594961
Contract Modifier :	R16-FEB-26 17:18:00
Contract Start Date :	01-Jul-2026
Contract End Date :	30-Jun-2027

BOARD OF SUPERVISORS SAN BERNARDINO COUNTY, CA

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.
LYNNA MONELL
Clerk of the Board of Supervisors of San Bernardino County
By ________________
Deputy

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" and ends on the "End Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

5.3 This Agreement's pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services excludes any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within sixty (60) days of the invoice date with no interest or late payment penalties apply.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

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

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement, effective upon giving a written notice of termination to the defaulting party.

10.2 Customer reserves the right to terminate the Agreement, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to Motorola for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice, Motorola shall promptly discontinue services unless the notice directs otherwise. Motorola shall deliver promptly to Customer and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twenty-four (24) months of Service provided under this Agreement.
ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR
THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential to the extent permitted by California and federal law, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. RESERVED

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. RESERVED

Section 18. GENERAL TERMS
18.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State of California. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino, County, California. The parties agree that the venue of any action or claim brought by any party to the Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardo County, San Bernardino District.

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

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

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

18.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Motorola may assign this Agreement without prior Customer approval due to operation of law, corporate reorganization, consolidation, merger, or sale of all of its assets, provided that advance notice is given to the Customer.

18.7 Reserved

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

18.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability, and admissibility. In addition, an electronic signature, a true and correct facsimile copy, or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Section 19. INDEMNIFICATION AND INSURANCE REQUIREMENTS
19.1 Indemnification
Motorola agrees to indemnify, defend and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all third-party claims, actions, losses, damages and/or liability ("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 19.1 – Indemnification** 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.

19.2 Additional Insured
The Commercial General Liability and Automobile Liability policies shall include the Customer and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. Such additional insured coverage shall be Additional Insured endorsement form ISO, CG 2010.

19.3 Waiver of Subrogation Rights
Motorola shall require the carriers of required Commercial General Liability, Automobile Liability and Workers Compensation coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors

19.4 Policies Primary and Non-Contributory
The Commercial General Liability and Automobile Liability policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.

19.5 Severability of Interests
Motorola agrees to ensure that the Commercial General Liability coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between Motorola and the Customer or between the Customer and any other insured or additional insured under the policy.

19.6 Proof of Coverage
Motorola shall furnish Certificates of Insurance to the Customer Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which shall provide that the Commercial General Liability, Automobile Liability and Workers Compensation insurance policies shall be endorsed to provide a thirty (30) days written notice of cancellation to the Department, and Motorola shall maintain such insurance from the time Motorola commences performance of services hereunder until the completion of such services.

19.7 Acceptability of Insurance Carrier
Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a "Best" Insurance Guide rating of "A- VII".

19.8 Deductibles and Self-Insured Retention
Any and all deductibles or self-insured retentions are the sole responsibility of Motorola.

19.9 Failure to Procure Coverage
In the event that any policy of insurance required under the Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the contract.

19.10 Insurance Review
Insurance requirements are subject to periodic review by the Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Customer.

Any failure, actual or alleged, on the part of the Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Customer.

19.11 Motorola agrees to provide insurance set forth in accordance with the requirements herein.
Without in anyway affecting the indemnity herein provided and in addition thereto, Motorola shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

19.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits per accident, disease and disease policy limit.
If Motorola has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management.

With respect to Motorolas that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

19.11.2 Commercial/General Liability Insurance – Motorola shall carry General Liability Insurance covering all operations performed by or on behalf of Motorola providing coverage for bodily injury and property damage with a limit of one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

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19.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of one million dollars ($1,000,000) for bodily injury and property damage, per accident.
If Motorola is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per accident.
If Motorola owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

19.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

19.11.5 Professional Liability – Professional Liability Insurance with limits of one million ($1,000,000) per claim and two million ($2,000,000) annual aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of one million ($1,000,000) per claim and two million ($2,000,000) annual aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for three (3) years after contract completion.

19.11.6 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of $1,000,000 for each claim with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall cover breach response cost as well as regulatory fines and penalties.

19.11.7 This shall govern any conflicting provisions.

Revised July 2, 2025