

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

September 23, 2025

FROM

LYNN FYHRLUND, Chief Information Officer, Innovation and Technology Department

SUBJECT

Agreement with Motorola Solutions, Inc. for Public Safety Communications Equipment, Software Upgrades, and Maintenance Services

RECOMMENDATION(S)

1. Approve System Upgrade Agreement and Migration Assurance Program **Contract No. 25-730** with Motorola Solutions, Inc., including non-standard terms, simultaneously terminating 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.
 2. Approve the purchase of remote site base radios and dispatch console equipment as unbudgeted fixed assets under the Agreement in Recommendation No. 1 with Motorola Solutions Inc., in an amount not to exceed \$4,865,784.
 3. Authorize the Auditor-Controller/Treasurer/Tax Collector to post the necessary budget adjustments, as detailed in the Financial Impact section (Four votes required).
- (Presenter: Lynn Fyhrlund, Chief Information Officer, 388-5501)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

Operate in a Fiscally-Responsible and Business-Like Manner.

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). The ten-year System Upgrade Agreement and Migration Assurance Program Contract (SUA) with Motorola Solutions, Inc. (Motorola) of \$81,567,421, plus applicable taxes for a total not-to-exceed of \$86,663,048, is funded in part with Net County Cost (\$4,865,877) and in part with the Innovation and Technology Department (ITD) public safety communication service rates (\$81,797,171) approved annually by the Board of Supervisors (Board).

Sufficient costs are included in ITD's 2025-26 budget; however, the following adjustment of \$4,865,784 is required to shift appropriation from General Maintenance to Equipment for the purchase of capitalized equipment for the County's Public Safety Communications system as part of this SUA:

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Fund Center	Commitment Item/ GL Account	Description	Action	Amount
1200404020	52002855	General Maintenance-Equipment	Decrease	\$4,865,784
1200404020	54404040	Equipment	Increase	\$4,865,784

Sufficient appropriation will be included in future recommended budgets.

BACKGROUND INFORMATION

ITD operates and maintains the County’s Public Safety Communications system that provides the means by which dispatch centers and public safety-first responders utilize mobile and portable radios and communicate via voice and data transmission. This system is primarily used by all local governmental agencies within the County and includes critical Motorola equipment.

Motorola is a leading provider of public safety communications solutions for emergency response. ITD has identified necessary Motorola equipment replacement needs for the County’s Public Safety Communications system, which includes remote site base radios and dispatch console equipment. Remote site base radios are radio communication equipment installed at geographically distributed locations that are often in rural, mountainous, or otherwise hard-to-reach areas. These radios are used to extend the coverage and reliability of the system. Dispatch consoles are the operator-facing component of the broader Public Safety Communications system. It enables dispatchers to monitor and control multiple radio channels, communicate with field personnel using mobile or portable radios, prioritize emergency calls, and route communications efficiently.

On November 15, 2016 (Item No. 23), the Board approved Contract No. 16-890 with Motorola in the amount of \$16,888,725, plus applicable taxes, for radio software upgrades and maintenance, replacement radio system hardware, and professional services to implement the upgrades and hardware replacements for the period of November 15, 2016 through November 14, 2026.

On September 10, 2019 (Item No. 32), the Board approved Amendment No. 1 to Contract No. 16-890 to add dispatch console replacement service, software upgrades, and maintenance for the County’s Public Safety Communications equipment, increasing the total contract amount by \$2,132,547, from \$16,888,725 to \$19,021,272, plus applicable taxes, with no change to the contract period of November 15, 2016 through November 14, 2026.

Since approximately July 2024, in communications with Motorola, ITD became aware that Motorola was unable to fulfill software upgrade services in the final year of the contract due to technology changes. Motorola proposed early termination of the current contract and the establishment of the new SUA that includes necessary system equipment upgrades to address the technology gap of existing equipment. Motorola has offered the County an early contract cancellation and renewal discount of \$1,292,182, with the final annual payment of \$1,965,966 being eliminated. This will be replaced by the year-one payment of \$5,733,875 for the new SUA, which includes the renewal discount and \$4,865,784 of equipment-related replacement costs not included in the current contract.

The SUA is Motorola’s standard commercial contract, which contains terms that differ from the standard County contract and omits certain County standard contract terms. While the parties

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negotiated certain contract terms to County standards, Motorola would not agree to all County standard terms. The non-standard and missing terms include the following:

1. Excluding personal injury or death, Motorola's maximum liability to the County is limited to the fees related to the product under which the claim arose, or for recurring services, the total fees paid for the applicable product during the consecutive 12-month period immediately preceding the event giving rise to the claim. Additionally, Motorola disclaims all liability for claims arising out of County or third-party data; County or third party provided equipment and sites; non-Motorola materials; an unauthorized combination of products and services; loss of data, hacking, ransomware, third party attacks or demands; unauthorized modifications of products; data recovery or database modifications; recommendations provided in connection with the products purchased under the SUA; or any authorized users breach of the agreement or misuse of the products.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the SUA amount leaving the County financially liable for the excess.
2. Motorola may assign the Agreement without the County's consent and without notice to the County for financing purposes, in connection with a merger, acquisition or sale of substantially all of its assets, as part of a corporate reorganization, or to a subsidiary corporation.
 - The County standard contract requires that the County must approve any assignment of the contract.
 - Potential Impact: Motorola could assign the SUA to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest, without the County's knowledge. Should this occur, the County could be out of compliance with the law until it becomes aware of the assignment and terminates the SUA.
3. The Agreement does not require Motorola to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that Motorola will be financially responsible for claims that may arise under the SUA, which could result in expenses to the County that exceed the total SUA amount.
4. The County is required to indemnify Motorola against any and all damages, losses, liabilities, and expenses arising from any actual or threatened third-party claim, related to (a) County-Provided Equipment, County Data, or Non-Motorola Materials; (b) Client-Provided Equipment's failure to meet the minimum requirements in connection with the products and services being purchased from Motorola; (c) County negligence or willful misconduct; and (d) County's breach of the SUA.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: By agreeing to indemnify Motorola, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against Motorola

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without such limitations and the County could be responsible to defend and reimburse Motorola for costs, expenses, and damages, which could exceed the total SUA amount.

Approval of the SUA is essential to ensure continuous support, maintenance, and software upgrades to sustain the optimal performance of the County's Public Safety Communications system as well as replace critical system hardware for radios and dispatch consoles that have reached end of life. This system is vital for several internal departments, local government agencies, and public safety operations, so any lapse in support could have significant consequences.

PROCUREMENT

The Purchasing Department Supports the non-competitive procurement of the SUA with Motorola based on equipment and system compatibility. The Public Safety Communications system is extensively integrated and standardized with Motorola equipment, and maintaining this compatibility is essential to ensure system reliability, interoperability, and uninterrupted services.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Kaleigh Ragon, Deputy County Counsel, 387-5455) on August 28, 2025; Purchasing (Joni Yang, Buyer III, 387-2463) on August 26, 2025; Auditor-Controller/Treasurer/Tax Collector (Charlene Huang, Auditor-Controller Manager, 382-7022) on August 28, 2025; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on August 25, 2025; and County Finance and Administration (Ivan Ramirez, Administrative Analyst, 387-4020) on August 9, 2025.

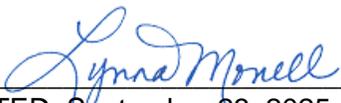
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: September 23, 2025



cc: IT - Thomas w/agree
Contractor - c/o IT w/agree
File - w/agree
CCM 09/24/2025