



MOTOROLA SOLUTIONS

Proposal

Tehama County Sheriff's Dispatch

Console Upgrade

December 20, 2024

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PS-000184707

December 20, 2024

Dave Kain, Sheriff
Tehama County Sheriff's Office
22840 Antelope Boulevard
Red Bluff, CA 96080

Subject: Console Upgrade

Dear Sheriff Dave Kain,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Tehama County Sheriff's Dispatch with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the Radio Console Upgrade Project and provides:

- Redundant Single Zone Conventional Core
- 4 MCC 7500E Dispatch Consoles
- 2 MCG 8000 Conventional Channel Gateways
- 7 APX All Band Consolettes with antenna and lines
- 1 GTR 8000 VHF Base station Radio with antenna and lines
- Spares

This proposal consists of this cover letter and the HGAC Communications System and Services Agreement (CSSA), together with its exhibits and addenda (collectively, the "CSSA"). This proposal shall remain valid for a period of 90 days from the date of this cover letter. Tehama County Sheriff's Dispatch may accept the proposal by delivering to Motorola the CSSA signed by an authorized County signatory. Alternatively, Motorola Solutions would be pleased to address any concerns Customer may have regarding the proposal. Any questions can be directed to your Motorola Area Sales Manager, Gordon Poole, at (408) 306-5622 or Day Wireless Senior Wireless System Sales Representative Matthew Weinberger, at (530) 440-9030.

We thank you for the opportunity to furnish Tehama County Sheriff's Dispatch with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.



Michael De Benedetti
Territory Vice President

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Section 1

System Description

1.1 Solution Overview

Motorola Solutions, Inc. (Motorola Solutions) has proposed to Tehama County a new dispatch console system with four (4) new MCC 7500E consoles tied to a redundant ASTRO K2 Core. This will provide Tehama County with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management. The ASTRO 25 Conventional K2 Core will provide connectivity to the existing analog and digital radio resources via the Enhanced Conventional Channel Gateways (ECCGW). The new system will replace the long obsolete and out-of-support MIP 5000 Dispatch System.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability.

As your existing equipment continues to age and more parts become obsolete, Motorola Solutions understands the importance of replacing your existing system to maintain your organization's mission critical operations.

The solution includes an ASTRO 25 K2 Core, four (4) MCC 7500E IP Dispatch Consoles, seven (7) APX Consolettes, one (1) new GTR 8000 base radio, all tying into two (2) Enhanced Conventional Channel Gateways. This configuration will allow the dispatchers to utilize existing analog conventional and digital conventional radio resources.

The proposed equipment will provide a substantial upgrade to Tehama County's existing dispatch system.

- ASTRO 25 K2-Core
 - a. Two (2) Juniper SRX 345 Routers
 - b. Two (2) Juniper EX4100 Dispatch Switches
 - c. Two (2) DSC 8000 Conventional Site Controllers
- Four (4) MCC 7500E Consoles, each includes:
 - a. One (1) CommandCentral Hub with Client PC
 - b. One (1) 24' Non Touch Monitor
 - c. Two (2) Speakers
 - d. One (1) Monaural Headset
 - e. Two (2) Headset Jacks
 - f. One (1) Dual Pedal Footswitch
- Two (2) MCG 8000 Conventional Gateways, each licensed with:
 - a. Four (4) V.24 Interfaces

- b. Four (4) 4W Analog Interfaces
 - c. Eight (8) ACIM Interfaces
 - d. Twelve (12) MDC1200 over IP capability
- Software Upgrade for One (1) existing GTR 8000
 - a. P25 Conventional Simulcast Operation
 - b. Conventional Mixed Mode Operation
 - c. New antenna – DSDS1F03P36UM for TCSO CH1
 - d. Antenna Assembly
- One (1) New GTR 8000 VHF Base Radio
 - a. P25 Conventional Simulcast Operation
 - b. Conventional Mixed Mode operation.
 - c. Power Cable - DC
 - d. P25 Conventional Software
 - e. Antenna Relay
 - f. Base Radio Preselector
 - g. Wildcard with GPIO
 - h. New antenna – DSDS1F03P36UM for TCSO CH2
 - i. Antenna Assembly
- Seven (7) APX All Band Consolettes
 - a. Six (6) Consolettes for VHF operation only
 - b. One (1) Consolette for UHF operation only
 - c. ASTRO Conventional Operation
 - d. ADP Encryption
 - e. AC line chord
 - f. DC Chord
 - g. 5Y essential service
- Seven (7) Antenna Assemblies
 - (5) 0dbd VHF Unity Gain Omni (DSDS1F00P36UM) for Corning PD, TCPW, CALAW1, NAT LE NET, and LNP Turner each on an APX Consolette
 - (1) 10dbd Yagi (VHF) for Red Bluff PD on an APX Consolette
 - (1) 9dbd Yagi (UHF) for CLERS7/Bloomer on an APX Consolette

- Two (2) Mutli-radials
 - Multi-band antennas for the (2) existing Uniden scanners that will remain in operation with the MCC 7500E
- Please note:
 - The antennas will be mounted on the same rooftop of the dispatch building with the assumption the tower is structurally suitable and has been either remediated or replaced per results of the structural analysis proposed outside of the console proposal scope.
 - Tehama County Sheriff's Dispatch will provide new entry port penetrations for the antenna lines and the required grounding system at the cable entry to the building.
- Standard Set of Spares
 - One (1) MCG 8000 CCGW
 - One (1) 24 port switch
 - One (1) SRX 345 Router
 - One (1) CommandCentral Hub
 - One (1) Microphone
 - Two (2) Speakers
 - One (1) Headset Jack
 - One (1) Monaural NC headset

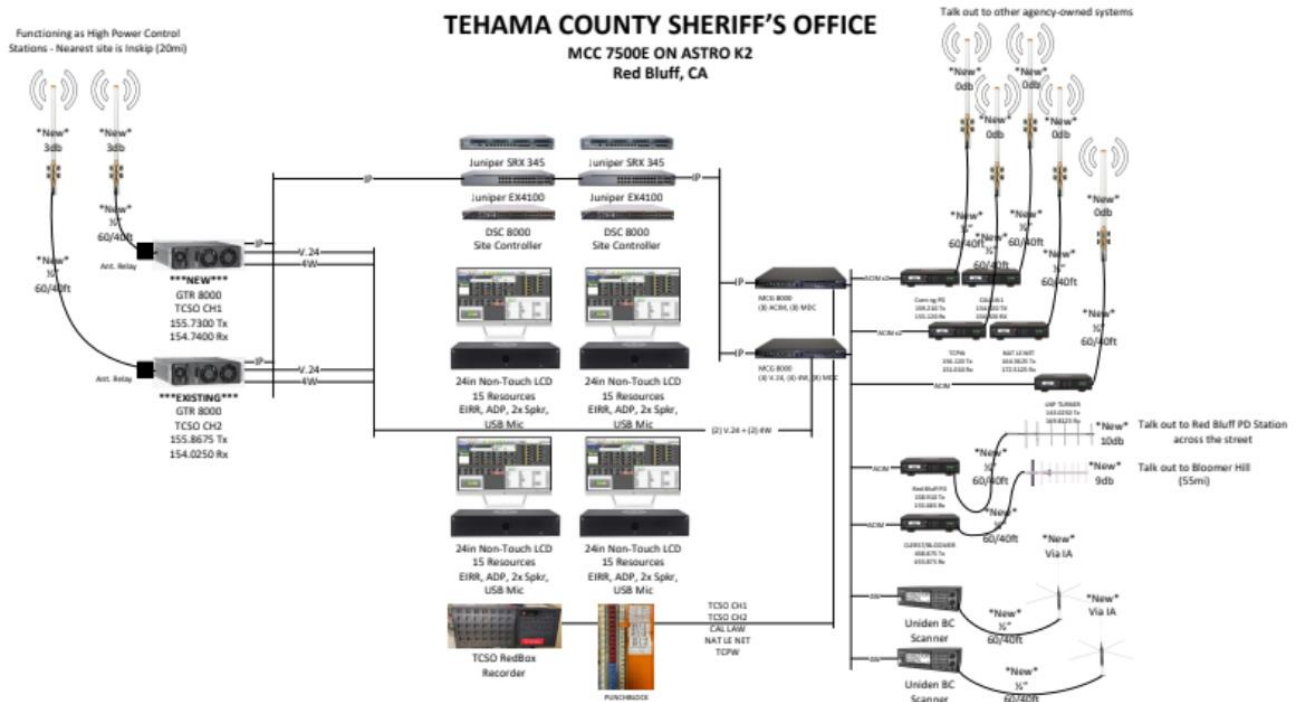


Figure 1 System Diagram for MCC 7500E on Astro K2

1.2 Proposed Console and Infrastructure

The proposed consoles are intended to operate on existing analog and digital conventional radio channels. The proposed components are connected together to the rest of the ASTRO 25 system on an IP network through the Core Site Routers and Switches.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in Figure.



Figure 2MCC 7500E Dispatch Position supports multiple accessories.

1.2.1 Connection to the ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to Tehama County needs.

LAN Switches

The site switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Advanced Conventional

This option provides the dispatcher with the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels.

1.2.2 Conventional Base Station Interfaces

The proposed consoles access and control Tehama County's analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

Additionally, the ECCGWs allow for recovery of MDC 1200 and digital signaling, such as unit ID and emergency alarm.

1.2.4 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker

or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.2.5 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between Tehama County dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.2.6 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call.

Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.2.7 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

1.2.8 Long-Term Logging Port

The long-term logging port allows an external logging recorder to be connected to a dispatch console. Long-term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch position. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch position.

The long-term logging port can be configured to log any combination of these audio sources, such as:

- Audio received from a currently selected radio.
- Microphone audio being transmitted by this dispatcher to the currently selected or unselected radio resources.
- Any tones generated by the dispatch position that appear in its speakers (trunking tones, emergency tones, etc.) or tones generated by an external paging encoder.

This output may be used with an instant recall recorder as well as a long-term logging recorder.

1.3 Dispatch Console Components

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.3.1 CommandCentral Hub

The CommandCentral Hub allows easy connection to audio and computer peripherals. The connection hub has a built-in small form factor PC client for running application such as a Windows OS for MCC 7500E Console.

The CommandCentral Hub has ports for the following audio peripherals: 10 USB speakers, 2 analog headsets, 1 desktop microphone, 1 footswitch, 3 audio outputs (e.g. for connecting audio loggers), and 1 Radio Phone Interface (RPI). The CommandCentral Hub also has ports for connecting computer accessories, such as a monitor, keyboard, and mouse.

1.3.2 Computer Display

Each dispatch position is proposed with a single 24" computer non- touch display.

1.3.3 Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR application is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio resource to be recorded and easily played back. Call data includes

PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

1.3.3.1 IRR Features

The below list is a summary of some of the features available with the Enhanced Instant Recall Recorder application:

- Configurable Options, including recording sources, playback location, storage location, export and save outside of IRR, and purge audio on shutdown.
- Audio Source Folder Tabs.
- Save Calls as Wav File.
- Stay Top Option.
- Compact Mode.
- Expand and Collapse Sections of IRR.
- Manage Detail Columns in IRR Call List.
- Filter Calls in IRR.
- Sort Calls in IRR.
- Rewind and Fast Forward Calls in IRR.
- Change Playback Speed.
- Adjust or Mute Playback Volume.
- Improve Playback Audio Quality.
- Automatic Gain Control.
- Sound visualization (Waveform).

1.3.4 Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

1.3.5 Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non- PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio. Two (2) Headset Jacks per position have been included in this proposal for each dispatch console.

1.3.6 Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base. One (1) Monaural Noise Cancelling Headset has been included in this proposal for each dispatch console

1.3.7 Desktop Microphone

The microphone controls the dispatch positions general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset. One (1) Desktop microphone per position has been included in this proposal for each dispatch console.

1.3.8 Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

1.4 Core Site System Components

The ASTRO 25 Conventional Core provides an adaptable and affordable platform for mission-critical wireless communications in a scalable and virtualized configuration. The primary site equipment comprises the system's core components, including a common server architecture (running the applications that provide command and control for the system) and LAN switches (routing information to and from the primary site to the radio frequency sites that provide system coverage).

1.4.1 LAN Switches and Routers

The Core site equipment includes one or more LAN switches and routers. The LAN switches aggregate all the Ethernet interfaces for all servers, clients, and routers at the core. The Core routers routes traffic between the 2 LANs.

1.4.2 Enhanced MCG 8000 Conventional Channel Gateway

The proposed consoles access and control Tehama County's analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

The MCG 8000 provides the interface between the IP network and conventional sites in ASTRO 25 system by translating the voice and data into the format needed for each individual site type.

The MCG 8000 serves as the control point between the master site and the site devices (for example, the Comparator, the GTR 8000 Base Radio, and the GPW 8000 Receiver). The MCG 8000 application also communicates with the Zone Controller at the master site for proxy control of the site device, and the MCG 8000 passes voice and signaling payload between dispatch consoles and the site device and between dispatch consoles and the consolettes. For packet data, the MCG 8000 passes control information and packet data payload between the Radio Network Gateway (RNG) and the stations and comparators.

The MCG 8000 supports circuit based, serial and Ethernet based interfaces to conventional base stations.



Figure 3 Enhanced MCG 8000 Conventional Channel Gateway—Connects dispatch operators to analog or digital conventional channels in the system.

1.4.3 DSC 8000 Conventional Site Controller

The DSC 8000 Conventional Site Controller is used in ASTRO 25 systems as the main call controller in K-Cores, or as a fallback controller for consoles in Trunking cores. The DSC 8000 Conventional Site Controller platform replaces the GCP 8000 Conventional Site Controller and provides its full call processing functionality. It can support the full set of dispatch consoles, archiving interface servers, and conventional gateways when the Zone

The DSC 8000 controller, is a new computing platform developed by Motorola Solutions that has recently been introduced in trunking systems, and is planned to also be used for other future products. It contains a server and an embedded LAN switch providing more processing power and additional ports. The DSC 8000 controller uses an external power supply for AC operations. The DSC 8000 controller has enhanced security capabilities and a refreshed configuration interface to streamline installation and maintenance.



Figure 4 DSC Conventional Site Controller

Note: Redundant DSC 8000 Conventional Site Controllers have been provided in the proposed system design.

1.5 APX[®] All-Band Console

The APX All-Band Console provides a low-cost, mid-power wireless dispatch solution as an ideal complement to a modern dispatch center. The APX All-Band Console can also be used as an emergency backup station when infrastructure is offline, or for wireless access to different system types for increased interoperability between agencies.



Figure 5 APX All-Band Console

The APX All-Band Console's P25 operation ensures that communications are clear and continuous. Compatibility with legacy systems allows coordination across multiple users, agencies, and systems. The robust metal housing provides durability and allows for easy servicing. The integrated front panel numeric keypad allows fast access to radio controls. In addition, features and benefits of the APX All-Band Console include:

- **Multi-Band Operation in One Radio** – The APX All-Band Console delivers the convenience of four radios in one while maintaining APCO TIA receiver specifications. With the APX All-Band, personnel can use one console to communicate and provide dispatch operations across multiple digital and analog networks that operate in any of four following frequency bands: 700MHz and 800 MHz, VHF, and UHF (R1/R2).
- **Meets Radio Users' Needs** – The APX All-Band Console is compatible with the following optional advanced features and data applications: programming over Project 25 (POP25), text messaging, Over-the-Air Rekeying (OTAR), and enhanced encryption software options. It is also capable of extended dispatch operation including: emergency alarm ACK encode, radio inhibit/uninhibit encode, radio monitor encode, radio check encode, status query encode, status query response decode, status update decode, and message update decode.

This proposal includes Seven (7) APX All Band Consoles and its antenna assemblies.

1.6 GTR 8000 Base Station

The system design includes one (1) new GTR 8000 Base Radio operating in the VHF band and (1) Software package to upgrade an existing VHF GTR 8000 Base Radio. The new GTR 8000 will ship with a transceiver, power supply and power amplifier, however it only occupies 3 rack units of space. This small size allows for efficient use of site space. This unit also comes equipped with an antenna relay for half-duplex communications out to Tehama County's repeated conventional system.

Power Supply: The standard power supply allows operation from both AC and DC power. Also, standard Battery Revert and charging eliminates the need for an Uninterruptible Power Supply (UPS) in many installations.



Figure 6 Standalone GTR Base Radio

Features:

- Software configurable, upgradable, and convertible hardware ensures long hardware lifespan
- Software-only installation can enable new features
- Remote system software upgrades and patching includes system release migration and security updates
- Easy to service - only front access is required and modules are hot-swap capable
- AC/DC -48V power supplies with integrated battery revert and charging enables elimination of UPS installations in many site designs
- Supports AC and DC power
- Chassis is 3RU
- Size: 5.25" x 19" x 18"

Section 2

Equipment List

This section lists the equipment necessary for the proposed solution.

2.1 Tehama County Sheriff's Dispatch Equipment List

BLOCK	QTY	NOMENCLATURE	DESCRIPTION
K core	1	SQM01SUM0237A	SINGLE ZONE CONVE NON-RED
K core	1	CA03828AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER
K Core	1	CA03828AA-P	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER PRICE
K Core	1	CA03829AA	ADD: DSC 8000 REDUNDANCY
K Core	1	CA03829AA-P	ADD: DSC 8000 REDUNDANCY PRICE
K Core	1	CA01663AB	ADD: RACK
K Core	1	CLN1866A	FRU: 1M DAC CABLE
OP_POS	1	B1948A	MCC 7500E DISPATCH POSITION LICENSES
OP_POS	4	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
OP_POS	4	UA00653AA	ADD: BASIC CONSOLE OPERATION LICENSE
OP_POS	4	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION LICENSE
OP_POS	4	UA00658AA	ADD: SECURE OPERATION LICENSE
OP_POS	4	UA00659AA	ADD: ADP--AES--DES-OFB SOFTWARE ALGORITHMS
OP_POS	4	UA00661AA	ADD: ENHANCED IRR OPERATION LICENSE
OP_POS	1	BVN1017A	SOFTWARE,DISPATCH ASSISTANT SOFTWARE DVD
CCHUB	4	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
CCHUB	4	CA03547AA	ADD: BRACKET, MOUNTING 2RU
CCHUB	4	CA03572AA	ADD: CABLE RETENTION BRACKET
CCHUB	4	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
OS	4	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
MICROPHONE	4	B1951B	MICROPHONE, DESKTOP, USB
MICROPHONE	4	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
SPEAKER	8	B1952B	SPEAKER, DESKTOP, USB
SPEAKER	8	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
SPEAKER	8	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
SPEKAER	8	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
HDST JACK	8	B1913A	MCC SERIES HEADSET JACK
HDST BASE	4	RLN6098A	HDST MODULE BASE W/PTT, 15 FT CBL

HDST	4	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
FOOTSWITCH	4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
MONITOR	4	DSTG241B	TECH GLOBAL EVOLUTION SERIES 24INCH NON TOUCH
POWER STRIP	4	DSACPDU6N120SN2T	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
MCAFEE	5	T8742A	MCAFEE FOR WINDOWS CLIENT, A2019.2 +PLUS
WIN SUPP	5	T8806A	WINDOWS SUPP. TRANSPARENT, A2022.1
CCGW 01	1	SQM01SUM0333A	MCG 8000 CONVENTIONAL GATEWAY
CCGW 01	1	CA03714AA	ADD: AC POWER
CCGW 01	8	CA03717AA	ADD: ACIM INTERFACE
CCGW 01	8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE
CCGW 02	1	SQM01SUM0333A	MCG 8000 CONVENTIONAL GATEWAY
CCGW 02	1	CA03714AA	ADD: AC POWER
CCGW 02	4	CA03716AA	ADD: V.24 INTERFACE
CCGW 02	4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
CCGW 02	4	CA03748AA	ADD: MDC1200 OVER IP INTERFACE
PDU	1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
BREAKER	12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
SPD	2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
RACK MOUNT	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
SPARE – SWITCH	1	CLN9066A	SWITCH, SWITCH, EX4100 24-PORT SWITCH NON TAA
SPARE – ROUTER	1	T8492A	SITE ROUTER & FIREWALL- AC
SPARE – ROUTER	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
SPARE – ROUTER	1	CA03448AA	ADD: STATEFUL FIREWALL
SPARE – CCHUB	1	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
SPARE-CCHUB	1	CA03547AA	ADD: BRACKET, MOUNTING 2RU
SPARE-CCHUB	1	CA03572AA	ADD: CABLE RETENTION BRACKET
SPARE-CCHUB	1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
SPARE-CCHUB	1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
SPARE-ACCES	1	B1951B	MICROPHONE, DESKTOP, USB
SPARE-ACCES	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
SPARE-ACCES	2	B1952B	SPEAKER, DESKTOP, USB
SPARE-ACCES	2	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
SPARE-ACCES	2	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
SPARE-ACCES	2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M

SPARE-ACCES	1	B1913A	MCC SERIES HEADSET JACK
SPARE-ACCES	1	RLN6098A	HDST MODULE BASE W/PTT, 15 FT CBL
SPARE-ACCES	1	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
SPARE-ACCES	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
SPARE-CCGW	1	SQM01SUM0333A	MCG 8000 CONVENTIONAL GATEWAY
SPARE-CCGW	1	CA03714AA	ADD: AC POWER
SPARE-CCGW	2	CA03716AA	ADD: V.24 INTERFACE
SPARE-CCGW	4	CA03717AA	ADD: ACIM INTERFACE
SPARE-CCGW	2	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
SPARE-CCGW	8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE
GTR SW UPGR	1	T7140A	G-SERIES SOFTWARE UPGRADE
GTR SW UPGR	1	CA02211AA	ADD:ANALOG CONV TO DIGITAL CONV BR SW UPG
GTR SW UPGR	1	CA01946AA	ADD: CONV MIXED MODE OPERATION
GTR SW UPGR	1	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW
TCSO CH1	1	T7039A	GTR 8000 BASE RADIO
TCSO CH1	1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
TCSO CH1	1	X530BG	ADD: VHF (136-174 MHZ)
TCSO CH1	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
TCSO CH1	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
TCSO CH1	1	CA01946AA	ADD: CONV MIXED MODE OPERATION
TCSO CH1	1	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW
TCSO CH1	1	CA01504AA	ADD: ANTENNA RELAY
TCSO CH1	1	CA01954AA	ADD: WILDCARD W--GPIO
TCSO CH1	1	X265AM	ADD: BR PRESELECTOR, (150-174 MHZ)
TCSO CH1	1	X153AW	ADD: RACK MOUNT HARDWARE
TCSO CH1	1	CA01400AA	ADD: POWER CABLE, DC
TCSO CH1	1	CA00952AA	ADD: QUANTAR RETROFIT HARDWARE
TCSO CH1 FRU	1	DLN6805A	FRU: ENERGY EFFICIENT POWER SUPPLY
TCSO CH1 FRU	1	DLN6898A	FRU: FAN MODULE
TCSO CH1 FRU	1	DLN6897A	FRU: PA VHF
ANTENNA TCSO CH1	1	DSDS1F03P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, 3 DB GAIN, LOW-PIM/HI-PIP, 4.3-10 FEMALE
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX

ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
TCSO CH2	1	DSDS1F03P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, 3 DB GAIN, LOW-PIM/HI-PIP, 4.3-10 FEMALE
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABU	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT UP
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
ANT CORNING PD	1	DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP, 4.3-10 FEMALE
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
ANT CALAW1	1	DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP, 4.3-10 FEMALE

UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABU	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT UP
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
ANT TCPW	1	DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP, 4.3-10 FEMALE
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
ANT NATLE NET	1	DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP, 4.3-10 FEMALE
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)

MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
ANT LNP Turner	1	DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP, 4.3-10 FEMALE
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
ANT Red Bluff PD	1	DQSP1F05CS36UN	144-174MHZ 10DB 6 ELEMENT YAGI ANTENNA, 500 WATTS, W/HARNESS N FEMALE TERMINATION
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)

ANT CLERS7/BLOOMER	1	DSRDA661	YAGI RUGGEDIZED 6 ELEMENT, 9DBD, 450-480MHZ, N FEMALE
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
UPPERJUMPR	1	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	10	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
UPPERJUMPR	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
UPPERJUMPR	1	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
UPPERJUMPR	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT

MAINLINE	2	DS43FA01250B	4.3-10 FEMALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
MAINLINE	3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
ANTACC	2	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10
SURGE	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
LOWERJUMPR	40	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
Console - VHF	6	L37TSS9PW1AN	ALL BAND CONSOLETTTE
Console - VHF	6	CA01942AA	ADD: DC CORD
Console - VHF	6	GA00318AB	ADD: 5Y ESSENTIAL SERVICE
Console - VHF	6	G90AC	ADD: NO MICROPHONE NEEDED APX
Console - VHF	6	G48BB	ENH: CONVENTIONAL OPERATION APX
Console - VHF	6	CA01598AB	ADD: AC LINE CORD US
Console - VHF	6	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
Console - VHF	6	G806BL	ENH: ASTRO DIGITAL CAI OP APX
Console - VHF	6	QA09113AB	ADD: BASELINE RELEASE SW
Console - VHF	6	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
Console - VHF	6	GA05507AA	DEL: DELETE 7/800MHZ BAND
Console - VHF	6	GA05509AA	DEL: DELETE UHF BAND
Console - VHF	6	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
Console - UHF	1	L37TSS9PW1AN	ALL BAND CONSOLETTTE
Console - UHF	1	CA01942AA	ADD: DC CORD
Console - UHF	1	GA00318AB	ADD: 5Y ESSENTIAL SERVICE
Console - UHF	1	G90AC	ADD: NO MICROPHONE NEEDED APX
Console - UHF	1	G48BB	ENH: CONVENTIONAL OPERATION APX
Console - UHF	1	CA01598AB	ADD: AC LINE CORD US
Console - UHF	1	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
Console - UHF	1	G806BL	ENH: ASTRO DIGITAL CAI OP APX
Console - UHF	1	QA09113AB	ADD: BASELINE RELEASE SW
Console - UHF	1	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
Console - UHF	1	GA05507AA	DEL: DELETE 7/800MHZ BAND
Console - UHF	1	GA05508AA	DEL: DELETE VHF BAND
Console - UHF	1	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT

Section 3

Statement of Work

Motorola is proposing to Tehama County Sheriff's Dispatch the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Tehama County Sheriff's Dispatch Dispatch Center	<ul style="list-style-type: none">• 1 K2 ASTRO Core• 4 MCC 7500E Consoles• 2 MCG 8000 Conventional Channel Gateways• 7 APX All Band Consolettes with antenna and lines• 1 GTR 8000 Base Station with antenna and lines• Spares

The document delineates the general responsibilities between Motorola and Tehama County Sheriff's Dispatch as agreed to by contract.

3.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Provide overall Project Management services
- Stage and test the new system at Elgin Experience Center - System Integration
- Ship equipment to Tehama County Sheriff's Dispatch
- Perform the installation of the Motorola Solutions-supplied equipment described above
- Schedule the implementation in agreement with Tehama County Sheriff's Dispatch
- Coordinate the activities of all Motorola Solutions subcontractors under this contract
- Administer safe work procedures for installation
- Install proposed equipment according to R56 standards and guidelines
- Provide Tehama County Sheriff's Dispatch with the appropriate system interconnect specifications
- Cutover to the new system
- Provide as built documentation
 - System Level Diagram
 - As-built Diagrams
 - Equipment Inventory List
 - Product data sheets
 - Product manuals

- Review post-project Customer support plan

3.2 Tehama County Sheriff's Dispatch Responsibilities

Tehama County Sheriff's Dispatch will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for Tehama County Sheriff's Dispatch include the following:

- Provide a single point of contact for implementation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of the equipment.
- Ensure tower structure is in local compliance for installation of proposed antenna systems.
- Tehama County Sheriff's Dispatch will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s)
 - Provide secure, climate-controlled staging and storage space for all Motorola supplied equipment.
- Obtain and provide zoning approvals, permits, and lease agreements for all of the proposed sites and locations as required.
- Obtain and provide authorized frequencies, if required.
- Provide adequate space for the system equipment.
- Provide a logging recorder and upgrade if additional capacity is required.
- Provide site acquisition and development, electrical work, HVAC, grounding systems, provisioning of emergency power systems (e.g. backup generators), cable entry panels, wall penetrations and core drilling, and support equipment for cable runs (e.g. cable tray, ice-bridge, conduit).
- Provide storage for the system equipment at Tehama County Sheriff's Dispatch installation.
- Coordinate the activities of all Tehama County Sheriff's Dispatch vendors or other contractors.
- Perform any electrical work, as needed to support the proposed system.
- Perform any electrical permitting and cover associated costs and labor.
- Any site/location upgrades or modifications are the responsibility of Tehama County
- Schedule Cutover Activities.
- Provide access to sites as necessary.
- Approve decommissioning and dismantling of the old equipment.
- Witness and signoff of Acceptance Testing.

3.3 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Unless specifically stated otherwise herein, this proposal does not address modifications, upgrades, or repairs to any existing equipment; site civil work; tower construction; or other building installations or renovations that may be required to prepare the sites for equipment installation.
- Emergency backup / UPS power is available or will be provided by Tehama County Sheriff's Dispatch.
- Adequate cooling is available from the HVAC system to support the proposed equipment.
- Any site/location upgrades or modifications are the responsibility of Tehama County Sheriff's Dispatch.
- Tehama County Sheriff's Dispatch will ensure that all civil/R56/tower work will be completed according to Motorola specs before start of project implementation.
- Tehama County Sheriff's Dispatch will provide new entry port penetrations for the antenna lines and the required grounding system at the cable entry to the building.
- Tehama County Sheriff's Dispatch will have sufficient space available for the proposed system as required/specified by the R56 survey.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
 - Demarcation is the Motorola Solutions proposed hardware itself.
- Motorola project implementation costs are based on site readiness by Tehama County Sheriff's Dispatch within the agreed timeframe. Any schedule delays from Tehama County Sheriff's Dispatch would be covered via a change order.
- Approved local, State or Federal, FCC/FAA and any other permits as may be required for the installation and operation of the proposed equipment are the responsibility of Tehama County Sheriff's Dispatch.
- Any necessary demarcation points are defined as the Motorola Solutions-provided equipment. This includes demarcation for the following services:
 - 120VAC Power & Circuits
 - Backup Power
 - Grounding
 - Communication Circuits and backhaul links between sites
- Any required system interconnections not specifically outlined here will be provided by Tehama County Sheriff's Dispatch. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee or implied in this proposal.
- All connections to the existing Logging Recorder will be via the logging ports of the MCG8000. These logging ports provide audio for analog resources only. The logging recorder punchdowns are our demarcation point.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

- There is existing furniture and sufficient space for the new MCC7500E consoles in the dispatch center.
- The existing Logging Recorder and playback stations of Tehama County Sheriff's Dispatch will be used and is in good working order. No upgrades have been proposed to the logger with this project.
- Any logging recorder, 911, CAD, Fire Station Alerting or any 3rd party maintenance, upgrades or reconfigurations will be the responsibility of Tehama County Sheriff's Dispatch.
- Any 3rd party interfaces including logging recorder, paging, CAD, 911, Fire Station Alerting and telephony (if applicable) will be addressed outside of the scope of this proposal.
- New subscribers or any flash upgrades of existing subscribers are not included in this proposal.
- UEM is not included in this proposal.
- FCC licensing is not included in this proposal.
- Performance bond is not required.
- Prevailing wages are not required.
- Work is performed on non-holidays during normal business hours, Monday – Friday, 8:00 am – 5:00 pm.

The following items are excluded from the design. If desired, these can be purchased outside this contract.

- Wireline or console telephony interfaces.
- Furniture for the dispatch operators.
- Logging recorder or interfaces to a logging recorder.
- IP radio system infrastructure.
- Backhaul or Network links.
- Power Backup System.
- Computer Aided Dispatch (CAD) or Console Dispatch Interface (CADI).

3.4 Statement of Work – Responsibility Matrix

Motorola Solutions will install and configure the proposed equipment. Table 3-1 describes the high-level tasks involved with overall project implementation.

Table 3-1: Responsibility Matrix

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X

Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	

Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.		X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees, as applicable.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer-provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X

Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.

Site Planning

Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Ensure that required rack space is available for installation of the new equipment.		X
Ensure that required space is available on the tower or antenna mounting structure.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide backup power, as required.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Provide power to the top of each proposed rack. Provide electrician services if necessary.		X
Provide appropriately sized breakers in the AC panel at sites to support the needs of the proposed system.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis, if required		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads, if required		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads, if applicable.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.).	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X

Deliverable: Information and permitting requirements completed at each site.

General Facility Improvements

Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56).		X
--	--	---

Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide antenna mounting structure for proposed antennas.		X
Provide standard antenna mounts. Custom mounts will require further assessments and a change order.	X	
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.). Provide new cable entry ports.		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Provide and install external grounding busbar under the cable entry ports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Transport removed site equipment to a location designated by Tehama County Sheriff's Dispatch.		X

Deliverable: Sites meet physical requirements for equipment installation.

SYSTEM INSTALLATION

Equipment Order and Manufacturing

Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	

Deliverable: Equipment procured and ready for shipment.

System Staging (not customer witnessed)

Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	X	
Set up and rack the new infrastructure equipment.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	

Receive and inventory solution equipment.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system, to the extent possible.	X	
Inventory the equipment with serial numbers and installation references.	X	
Pack and ship the racked equipment to the field to finalize staging of equipment.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment and antennas and transmission lines for Consolettes and GTR Radios as outlined in the System Description. Connect equipment to the power panels or receptacles. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
If applicable, install and terminate all network cables between Motorola equipment and network demarcation points, including microwave, leased lines, and Ethernet. The cabling between Motorola equipment and customer-provided network demarcation point is assumed to be 25 feet or less and to be run within the same equipment room.		X

Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Provide a grounding point for the Motorola equipment.		X
Connect installed equipment to the provided ground system within 15 feet.	X	
Label Motorola equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
ASTRO 25 Core Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Configure ASTRO 25 Core equipment.	X	
Deliverable: ASTRO 25 core site equipment installation completed.		
GTR 8000 Base Station Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide the location to install the proposed GTR 8000 Base Station.		X
Survey mounting locations and develop GTR 8000 Base Station installation plan.	X	
Provide adequate space, grounding, and power for the GTR 8000 Base Station installation.		X
Properly ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Remove old antennas and lines, as applicable to be replaced with new proposed antennas and line as per equipment list.	X	
Provide and install standard antenna mounts.	X	
Install new line and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install GTR 8000 Base Station identified in the equipment list.	X	

Perform Base Station programming.	X	
Configure GTR 8000 Base Station equipment.	X	
Deliverable: GTR 8000 site equipment installation completed.		
Console Installation and Configuration		
Provide console furniture and make room for new console installation.		X
Provide power outlets within 6 feet of the proposed console installation locations.		X
Run Ethernet cables between the backroom equipment room and the console positions located at the Dispatch Center (approx. 300').	X	
Install CommandCentral Hub w/ keyboard and mouse, for each of the dispatch console positions.	X	
Install CommandCentral Hub and peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming (based on existing console templates).	X	
Perform console programming and configuration.	X	
Identify existing RF subsystem to be interfaced to the console subsystem and provide a demarcation point within 25 feet of the console backroom equipment.		X
Connect CCGW to the existing conventional system demarcation point within 25 feet within same equipment room.	X	
Identify existing conventional channels to be connected to console CCGWs and provide a demarcation point within 25 feet of the CCGW interface within the same equipment room.		X
Connect CCGW to circuit demarcation points.	X	
Deliverable: Console equipment installation completed.		
Control Station Installation and Configuration		
Provide the locations of control stations (7 APX All Band Consolettes)		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	

Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Remove old antennas and lines, as applicable to be replaced with new proposed antennas and lines as per equipment list. Some downtime can be experienced during this process.	X	
Provide and install standard antenna mounts.	X	
Install new line and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install RF local control stations identified in the equipment list.	X	
Provide existing control station codeplugs or provide a list of channels (and associated parameters) to program the proposed control stations.		X
Perform control station programming.	X	
Deliverable: Control station equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audit, verifying proper physical installation and operational configurations. A single R56 audit will be performed.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	

If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Review and approve final acceptance test results.		X

Deliverable: Completion of functional testing and approval by Tehama County Sheriff's Dispatch.

PROJECT TRANSITION

Cutover

Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Transport removed / decommissioned site equipment to a location designated by Tehama County Sheriff's Dispatch for disposal.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X

Deliverable: Migration to new system completed, and punchlist items resolved.

Transition to Warranty

Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Tehama County Sheriff's Dispatch upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagram. ▪ Site Equipment Rack Configurations. ▪ Site Antenna Layouts. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

3.5 Change Order Process

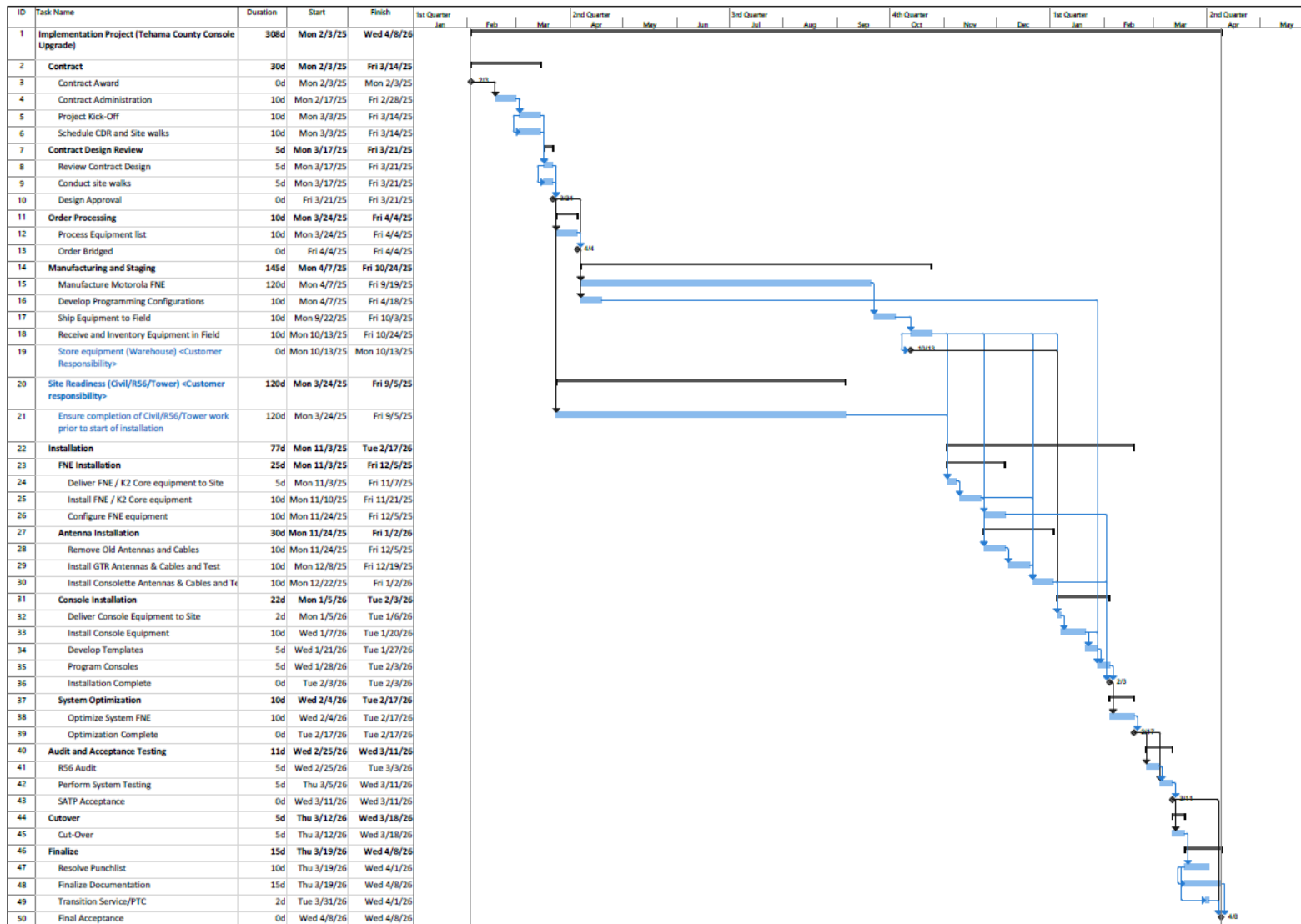
Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Section 4

Project Schedule

Tentative project schedule is shown below. We are currently estimating the project implementation to take approximately 14 months. The dates for the implementation are highly dependent on the contract award date, equipment shipment lead times, resource availability and site readiness. Final project schedule will be developed based upon mutual agreement between Motorola Solutions and the Tehama County Sheriff's Dispatch at the Contract Design Review.

Tentative Project Schedule is included on the pages that follow.



Project Schedule

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

Section 5

Acceptance Test Plan

5.1 MCC 7500E Conventional Resources

5.1.1 Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned resource. The Console Position has the capability to take control of an assigned voice channel for a channel/talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.040

2. TEST

- Step 1. Initiate a call from RADIO-1 on CONVENTIONAL CHANNEL 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on CONVENTIONAL CHANNEL 1
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the CONVENTIONAL CHANNEL 1 call from RADIO-1.

Pass____ Fail____

MCC 7500E Conventional Resources

5.1.2 Secure Patch Operation - Conventional

1. DESCRIPTION

The Patch feature allows the dispatcher to merge several resources together enabling them to participate in a single conversation. This can be used for temporarily merging two or more channels together to act as one larger group. In a patch group, the members can receive calls from the console and they can transmit to all other members of the patch group.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1 (Secure TX Mode)
RADIO-2 - CONVENTIONAL CHANNEL 2 (Secure TX Mode)
RADIO-3 - CONVENTIONAL CHANNEL 1 (incorrect or no secure key loaded)
CONSOLE-1 - CONVENTIONAL CHANNEL 1 & CONVENTIONAL CHANNEL 2

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1 create a secure patch between CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1 and RADIO-2 can monitor the call. Also verify RADIO-3 cannot monitor the call because the correct key is not configured for the radio.
- Step 4. Initiate a call on CONVENTIONAL CHANNEL 1 from RADIO-1.
- Step 5. Observe that RADIO-2 and CONSOLE-1 are able to monitor and respond to the call.
- Step 6. Dissolve the patch.

Pass____ Fail____

MCC 7500E Conventional Resources

5.1.3 Call Alert Page - Conventional

1. DESCRIPTION

This test will demonstrate that an MCC7500E console using a Conventional Channel is able to transmit Call Alert pages. Call Alert Page allows a dispatcher to selectively alert another radio unit. The initiating console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating console.

This test can be run using Mixed Mode or MDC1200 Channels.

SETUP

RADIO-1 - SITE 1 - CONVENTIONAL CHANNEL 1
RADIO-2 - SITE 1 - CONVENTIONAL CHANNEL 1
RADIO-3 - SITE 1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.050

2. TEST

- Step 1. From CONSOLE-1 create a paging queue containing Call Alerts to RADIO-1, RADIO-2 and RADIO-3.
- Step 2. From CONSOLE-1 start the pages on CONVENTIONAL CHANNEL 1
- Step 3. Verify that RADIO-1, RADIO-2 and RADIO-3 receive the Call Alerts.

Pass_____ Fail_____

MCC 7500E Conventional Resources

5.1.4 Activity Log - Conventional

1. DESCRIPTION

The MCC7500E Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, Channel, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1
RADIO-2 – CONVENTIONAL CHANNEL 2
RADIO-3 – CONVENTIONAL CHANNEL 3
RADIO-4 – CONVENTIONAL CHANNEL 4

CONSOLE-1 – CONVENTIONAL CHANNEL 1,
CONVENTIONAL CHANNEL 2, CONVENTIONAL
CHANNEL 3, CONVENTIONAL CHANNEL 4

VERSION #1.060

2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass _____ Fail _____

MCC 7500E Conventional Resources

5.1.5 Enhanced CCGW 2-wire Analog Interface Muting

1. DESCRIPTION

This test will demonstrate muting the analog interface of a 2-wire analog or MDC 1200 channel using the external mute input on the conventional channel gateway (CCGW).

Mute is indicated when pin 4 is shorted to pin 5 on the second analog connector (9A to 9D or 13A to 13D) of the analog or MDC 1200 conventional channel.

SETUP

The CCGW is either a Low Density Enhanced Conventional Gateway or a High Density Enhanced Conventional Gateway.

A 2-wire analog or MDC 1200 conventional channel, CONVCH -1, has been configured to mute the 2-wire interface. An external mute input has been set up on pins 4 and 5 of the second connector on the analog or MDC 1200 channel.

Conventional RADIO-1 - CONVCH-1

CONSOLE-1 - CONVCH-1

VERSION #1.020

2. TEST

- Step 1. Key RADIO-1 on CONVCH-1. Communicate with CONSOLE-1.
- Step 2. While RADIO-1 is transmitting, trigger the mute input on CONVCH-1.
- Step 3. Verify that RADIO-1's audio is no longer heard on CONSOLE-1.
- Step 4. Untrigger the mute input on CONVCH-1.
- Step 5. Verify RADIO-1's audio on CONSOLE-1.

Pass _____ Fail _____

MCC 7500E Conventional Resources

5.1.6 Conventional_Channel Control Volume

1. DESCRIPTION

The Channel Control Volume feature ensures that dispatchers do not accidentally turn the audio volume of a radio resource on their dispatch positions down so low that they can't hear it. This feature maintains a configured lower limit for the resources volume setting.

This test can be run on Analog, MDC-1200, Digital, or Mixed Mode conventional resources. This test can also be run on Trunking resources.

SETUP

On CONSOLE-1 configure CONVENTIONAL CHANNEL 1 to have a minimum volume level of 4.
RADIO-1 – CONVENTIONAL CHANNEL 1
CONSOLE-1 CONVENTIONAL CHANNEL 1

VERSION #1.040

2. TEST

- Step 1. Select the CONVENTIONAL CHANNEL 1 Resource window on CONSOLE-1.
- Step 2. Initiate a CONVENTIONAL CHANNEL 1 call using RADIO-1.
- Step 3. Observe that RADIO-1's audio comes out from the SELECT speaker of CONSOLE-1 in full volume.
- Step 4. Try to adjust CONVENTIONAL CHANNEL 1's volume to its lowest level by means of the mouse.
- Step 5. Observe that the volume level is not allowed to go lower than the configured minimum level and that the audio in the select speaker is lower in volume, but can still be heard.

Pass____ Fail____

5.2 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

Section 6

Training

6.1 Proposed Training Overview for the Tehama County Sheriff's Dispatch

In order to achieve the training goals identified by the Tehama County Sheriff's Dispatch, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically.

Note: The Customer's installed and operational system is required for training.

6.1.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC7500e Console Operator/Admin Training with ASTRO/APX Mobile Console Utilizing the End User Training Kit 2 training consoles Ratio: 2 per consoles (Instructor-led)	Console Supervisors	1 (8-hour Session)	1 day	Red Bluff, CA	Prior to training Operators	4
MCC7500e Console Operator Training with ASTRO/APX Mobile Console 2 training consoles Ratio: 2 per consoles (Instructor-led)	Console Operators	2 (4-hour Sessions)	1 days	Red Bluff, CA	Prior to Cutover	8 (4 Per Session)

6.1.2 Course Descriptions for the Tehama County Sheriff's Dispatch

Course descriptions for the Tehama County Sheriff's Dispatch are included on the following pages.

6.1.2.1 MCC7500 Console Supervisor

Course Synopsis and Objectives:	<p>This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.</p> <p>After completing this training course, you will be able to:</p> <ul style="list-style-type: none"> ▪ Understand the menu items and tool bar icons. ▪ Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars. ▪ Add/delete folders.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours Operator, plus 4 hours Admin
Participants:	Dispatch Supervisors and System Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<ul style="list-style-type: none"> ▪ Introduction ▪ Configurations ▪ Folders and Resource Setup ▪ Customizing Folders ▪ Auto Starting the MCC7500 Dispatch Console ▪ Editing Preferences ▪ Configuring the Toolbar ▪ Setting Up Aux IOs ▪ Resource Groups

6.1.2.2 MCC7500 Console Operator

Course Synopsis and Objectives:	<p>This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p>After completing this training course, you will be able to:</p> <ul style="list-style-type: none"> ▪ Perform basic operational tasks of the dispatch console. ▪ Utilize the provided job aids to perform specific tasks associated with the console. ▪ Understand a high level view of the system configuration. ▪ Understand a high-level overview of the customer system configuration. ▪ Understand general console operation. ▪ Understand proper operating procedures for specific customer features.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<ul style="list-style-type: none"> ▪ Overview ▪ Communicating with Radios ▪ Advanced Signaling Features ▪ Resource Groups ▪ Working with Configurations ▪ Working with Aux IOs ▪ Troubleshooting

Section 7

Essential Plus Service Support for Warranty & Post Warranty Maintenance

7.1 Overview

Motorola Solutions is proposing our Essential Plus Services for ASTRO® 25 infrastructure to provide Tehama County Sheriff's Dispatch with the support needed to detect and resolve unforeseen issues. Essential Services consist of the following elements:

- Remote Technical Support
- Network Hardware Repair
- Security Update Service (SUS)
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

Together, these elements will help to avoid operational disruptions and maintain the value of Tehama County Sheriff's Dispatch communications investment.

7.2 Essential Plus Element Descriptions

The following sections describe the elements proposed for Tehama County Sheriff's Dispatch ASTRO 25 infrastructure.

7.2.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with Tehama County Sheriff's Dispatch to help diagnose, troubleshoot and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

7.2.2 Network Hardware Repair

To restore Tehama County Sheriff's Dispatch ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes

select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

7.2.3 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to Tehama County Sheriff's Dispatch. Motorola Solutions will test anti-virus, operating system and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to Tehama County Sheriff's Dispatch. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, Tehama County Sheriff's Dispatch will need to download and install them.

7.2.4 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Tehama County Sheriff's Dispatch location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between Tehama County Sheriff's Dispatch and Motorola Solutions.

7.2.5 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

7.3 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Tehama County Sheriff's Dispatch administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

7.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Tehama County Sheriff's Dispatch, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

7.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

7.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide Tehama County Sheriff's Dispatch with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Tehama County Sheriff's Dispatch representatives to check repair status, from inbound shipment to return.

7.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Tehama County Sheriff's Dispatch key point of contact for the definition and administration of services. The CSM will work with Tehama County Sheriff's Dispatch to define service delivery details to address Tehama County Sheriff's Dispatch specific priorities.

7.3.5 Customer Hub

To provide Tehama County Sheriff's Dispatch with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 7-1: Customer Hub offers real time, role based access to critical network and services information

With Customer Hub, Tehama County Sheriff's Dispatch administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance
- Viewing incident reports
- Updating and creating incidents
- Checking system update status
- Receiving pro-active notifications regarding updates

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

7.4 System Upgrade Agreement II

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

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each two-year upgrade period. 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 Tehama County Sheriff's Dispatch site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, Tehama County Sheriff's Dispatch will have access to the technology, support, and planning expertise needed for an effective upgrade.

Section 8

Pricing Summary

Motorola Solutions' pricing for Tehama County Sheriff's Dispatch Console Upgrade proposal is based on the features and services described in sections above. A pricing breakdown of the equipment, and implementation services is provided below. Equipment tax estimates are included.

8.1 ASTRO 25 System K2 Core, MCC 7500E Consoles, APX All Band Consolettes, GTR 8000 VHF Base Station

Item	Price
Equipment List Price	\$414,265
Equipment Discount (H-GAC Contract Pricing)	(\$-74,869)
Discounted Equipment Total	\$339,396
Project Implementation Services including Project Management, Engineering, Technician services, Installation, Configuration, Optimization, Functional Testing, and 1st year of Essential Plus Warranty	\$748,383
Total System	\$1,087,779
Estimated Tax on equipment only (@ 7.5%), subject to change	\$25,454.70
Project Total with Taxes	\$1,113,233.70

Post Warranty Support	Year 2	Year 3	Year 4	Year 5	Total
Essential Plus Services Package Price*	\$66,294	\$67,165	\$68,070	\$69,012	\$270,541
SUA II*	\$32,962	\$34,140	\$35,365	\$36,639	\$139,105
TOTAL	\$99,256	\$101,305	\$103,435	\$105,651	\$409,646

Note: Essential Plus services package includes On-site Infrastructure Response (24x7, 4-hour response) and Annual Preventive Maintenance services through local Motorola Service Shop - Day Wireless.

*Pricing is contingent upon purchase of the package (both maintenance and SUA II).

8.2 Payment Schedule

Contract Price: The Contract Price in U.S. dollars is **\$1,522,879.70**.

Customer will make payments to Motorola within thirty (30) 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 Solutions will use the following major milestones of the project for financial billing:

1. 25% of the Contract Price due upon Contract Execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

For Lifecycle Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Section 9

Our Commitment

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.

Section 10

Contractual Documentation

H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Tehama County, CA ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Customer desires to purchase a Communications System; and WHEREAS, Motorola desires to sell a Communications System to Customer; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the "H-GAC Contract"), which provided that End Users may purchase communications and related equipment and services from Motorola pursuant to certain terms contained therein;

WHEREAS, H-GAC and Motorola entered into Amendment No. 1 executed on July 31, 2023, which extended RA05-21 through July 31, 2024; and

WHEREAS, pursuant to Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date 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.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under 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. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. 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.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$1,522,879.70, which includes the H-GAC administrative fee. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) 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. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:
Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:
Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

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

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: _____
Address: _____
Phone: _____

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

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written

authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services 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. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at

no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, 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. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that 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. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, 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.

14.3.2 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 Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary

provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **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.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **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 Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain

Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement 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 shall 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, 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. 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement

and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

**For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of 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.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

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

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

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. 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 maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. 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 Addendum and applicable SOW.

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

3.1.11 EXCLUDED SERVICES.

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

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

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at 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 Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 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.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is 4 years, commencing on _____, 201_. The Lifecycle Management Price for the 4 years of services is \$139,105.00 excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts

of God or other force majeure events.

- c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

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

3.2.8 If Customer terminates this service and contractual commitment before the end of the 4 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 4 year commitment.

4. PAYMENT

4.1 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 the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

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

5. ENTIRE AGREEMENT

This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

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