



JUN 26 2023

AGENDA PLACEMENT FORM

Date: June 16, 2023

Meeting Date: June 26, 2023

Submitted By: Jim Simpson for Sheriff's Office

Approved

Department/Office: Jim Simpson for Sheriff's Office

Signature of Director/Official: _____

Agenda Title:

Agreement with Motorola Solutions Inc. for purchase of new radio communication equipment and installation of such communication equipment, transfer of existing radio communication equipment to new facility, and services and support related to the operation of the communications equipment for the Johnson County Sheriff's Office Computer Aided Dispatch Center (CAD).

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Acquisition of new dispatch equipment for the Johnson County Sheriff's Office Dispatch center and transfer of existing equipment to the new facility along with necessary associated support and service.

(May attach additional sheets if necessary)

Person to Present:

Sheriff Adam King or his designee

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL _____

Attached Dispatch Relocation MCC7500E Dispatch Agreement with attached exhibits

Estimated Length of Presentation: 10 minutes

Session Requested: Action Item

Check All Departments Requiring Notification:

County Attorney IT Purchasing Auditor

Personnel _____ Public Works _____ Facilities Management

Other Departments/Official (list) _____

Johnson County, TX

Dispatch Relocation

MCC7500E Dispatch

June 07, 2023

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June 07, 2023

Douglas O'Neal, CETsr
Radio System Manager
Johnson County
810 E. Kilpatrick St.
Cleburne, Texas 76033

Subject: Dispatch Console Site Move and Position Add-On

Dear Mr. O'Neal,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Johnson County 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 to relocate the County's existing three position dispatch site to their new public safety facility, upgrade the three existing positions to MCC7500E and add three new MCC7500E dispatch console positions. Optional pricing is provided for two additional MCC7500E console positions and for NICE screen recording for the new and optional console positions.

This proposal is subject to the terms and conditions of the Texas DIR-TSO-4101 contract and remains valid for a period of sixty (60) days from the date of this letter. This proposal may be accepted by issuing a purchase order that specifically references "the terms and conditions of the Texas DIR-TSO-4101 contract and this proposal and its addendum." Alternatively, Motorola would be pleased to address any concerns the County may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Casey Moore, at 817-368-8683.

We thank you for the opportunity to furnish Johnson County 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,



Brad Rice
Area Sale Manager
Motorola Solutions, Inc.

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Section 1

System Description

1.1 Solution Overview

Motorola is pleased to present the Johnson County with a proposal to relocate their existing dispatch equipment to their new public safety facility and add three (3) additional new MCC7500E consoles. This will bring Johnson County's dispatch console count to six. The dispatch console site will be out of service for several days during the process of relocation.

With the addition of the (3) new MCC7500Es, Motorola is proposing to upgrade of the existing three (3) MCC7500 VPM consoles at Johnson County to the MCC7500E. The hardware for this three (3) position refresh is covered through Johnson County's SUA. The following existing MCC7500 console accessories are also still compatible for use with the MCC7500E: monitor, analog gooseneck microphone, dual pedal footswitch, headset jack box, and certified headsets. New USB speakers are included in the necessary upgrade hardware.

The existing dispatch ties to North Texas Interoperable Radio Network (NTIRN) by means of ASTRO Connectivity Service (ACS). Motorola will relocate the backhaul equipment and set up ACS Service at the new location.

This proposal includes the necessary equipment and services to relocate the existing dispatch equipment (backroom, 3 console positions, and 2 consolettes), add 3 new MCC7500Es and refresh the existing (3) positions.

Two (2) additional MCC7500E console positions are being shown as an option, which would yield five (5) new MCC7500E positions, for an eight position dispatch in total.

Optional pricing for additional NICE Screen Recording Licenses are shown as well.

1.2 Existing and Proposed Equipment

The new dispatch building is located approximately 0.2 miles from the existing site. During the transition, dispatchers will utilize neighboring entities for dispatching.

The following existing customer equipment to be relocated is as follows:

- (1) Conventional Site Controller
- (1) Site Router
- (1) LAN Switch
- (2) CCGW
- (1) Control Room CEN
- (1) AIS
- (1) NICE Logging Solution
- (2) Rack-mounted Consolettes

- (1) ACS Backhaul Solution
- (3) MCC7500 (VPM-based) dispatch positions

The relocated backroom equipment to be re-installed in customer-provided equipment racks at the new building.

The proposed solution includes the following:

- Each of the three (3) existing MCC7500 positions being relocated and upgraded to the MCC7500E includes the following:
 - Software Refresh:
 - MCC7500E Dispatch Position Licenses (to match existing features from the MCC7500s)
 - Hardware Refresh:
 - One (1) CommandCentral Hub with PC
 - Two (2) USB Speakers
- Three (3) new MCC7500E positions including, each including the following:
 - One (1) CommandCentral Hub PC w/ keyboard and mouse
 - Two (2) USB Speakers
 - Two (2) Headset Jack Boxes
 - Two (2) Headsets, single muff
 - One (1) Gooseneck Microphone
 - One (1) Monitor, 19-inch, touchscreen
 - One (1) Dual Pedal Footswitch
 - Integrated Instant Recall Recorder (IRR)
- Two (2) 7/800 Antenna System for relocated consolettes (up to 200 linear feet)

No furniture or logging solution changes has been quoted in the main offer for sale. Customer's backup power at the new building, including UPS and generator, will be used for the equipment and operator positions.

The following is being shown as an option to the main offer:

- Two (2) new MCC7500E positions including, each including the following:
 - One (1) CommandCentral Hub PC w/ keyboard and mouse
 - Two (2) USB Speakers
 - Two (2) Headset Jack Boxes
 - Two (2) Headsets, single muff
 - One (1) Gooseneck Microphone
 - One (1) Monitor, 19-inch, touchscreen
 - One (1) Dual Pedal Footswitch
 - Integrated Instant Recall Recorder (IRR)
- Five (5) NICE Screen Recording Licenses

1.3 System Components

1.3.1 MCC7500E Dispatch Console

The MCC 7500E IP dispatch console is a Motorola mission critical wire-line radio dispatch console system. The MCC 7500E is built on the MCC 7500 high-tier radio dispatch console platform and re-uses the MCC 7500 GUI. The MCC 7500E console offers mobility and versatility at a reduced footprint than the MCC 7500 console. The console provides dispatch users with reliable and convenient access to radio resources within the ASTRO 25 infrastructure.

The MCC 7500E console delivers true wire-line capability including Console Priority to give dispatchers immediate access to a talkgroup or conventional channel.

The MCC 7500E requires no external voice processing hardware (no VPM hardware) to perform dispatch operations. Audio vocoding and encryption are performed under the Windows Operating System. The MCC 7500E supports software based end-to-end encryption. Software based encryption is supported with a key file import for systems with the Key Management Facility system. The reduced hardware configuration is ideal for installation in limited spaces.

1.4 Electrical, HVAC, and Equipment Space Requirements

Customer's power and backup power, including UPS and generator, will be used for the positions.

Motorola requires one (1) 20 Amp Quad outlet per console position.

Table 1 – Power Requirements

Equipment	Qty	Unit Power (W)	Unit BTU	Total Power (W)	Total BTU
Dispatch Floor					
MCC7500E Dispatch Console (Peripherals as Refreshed or Quoted)	6	420	1435	2520	8610
Totals				2,520	8,610
Totals w/ 25% Growth Factor				3,150	10,762.50
Backroom Equipment (Existing)					
Site Router	1	122	416	122	416
LAN Switch	1	136	466	136	466
ACS Backhaul	1	366	1248	366	1248
CCGW	2	46	156	92	312
Conventional Site Controller	1	160	545	160	545
Consolette	2	194	661	388	1322
AIS VPM	1	46	156	46	156
AIS Workstation	1	250	681	250	681
NICE Logger	1	800	3207	800	3207
KVM	1	120	409	120	409
Control Rm Switch	1	68	233	68	233
Control Rm Firewall	1	122	416	122	416
Totals				2,670	9,411
Totals w/ 25% Growth Factor				3,337.5	11,763.75

1.5 Bandwidth Requirement

The Johnson County’s dispatch connects to the Regional P25 System, NTIRN, by means of ASTRO Connectivity Service (ACS).



1.6 Cutover

In order to relocate the dispatch, Johnson County and Motorola will need to develop a cutover plan. Motorola will closely work with the County and provide a cutover plan during the implementation phase of this project.

This dispatch site (and all its components) will be offline for the move. It is understood Johnson County Dispatch Personnel plan to utilize neighbouring dispatch sites for the duration of the dispatch site relocation.

1.7 Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment. This plan will validate that the County's solution operates according to its design.

An ATP will be provided during the implementation phase of this project. All tests will be performed as described in the ATP and the acceptance test procedures will be mutually approved prior to the start of the acceptance testing. Customer representatives are encouraged to witness this field-testing in order to gain a better understanding of the system and test process.

Section 2

Statement of Work

2.1 Overview

The document delineates the responsibilities between Motorola and Johnson County as agreed to by contract.

The following table describes the tasks involved with installation and configuration.

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, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		



Tasks	Motorola Solutions	Customer
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	X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	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.		



Tasks	Motorola Solutions	Customer
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		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
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
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures to ensure that they are capable of supporting proposed and future antenna loads.		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
Ensure that required rack space is available for installation of the new/relocated equipment.		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



Tasks	Motorola Solutions	Customer
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		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.		
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	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. 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



Tasks	Motorola Solutions	Customer
Install and terminate all network cables between site routers and network demarcation points.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the customer provided ground system.	X	
Label 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.		
Console Site Installation and Configuration		
Relocate and install fixed equipment contained in the equipment list and system description.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Reintegrate the console site into the system to ensure proper operation.	X	
Deliverable: Console site equipment installation completed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
Console Installation and Configuration		
Survey mounting locations and develop console installation plan.	X	
Provide structure penetrations for transmission equipment.		X



Tasks	Motorola Solutions	Customer
Provide adequate space, grounding, and power for the console installation.		X
Properly connectorize and 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
Install line (not greater than 200 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install relocated Consolettes in Customer Provided Rack.	X	
Deliverable: Consolette equipment installation completed.		
Logging Equipment Installation and Configuration		
Supply logging equipment.		X
Provide interface to logging equipment via existing Control Room CEN.	X	
Provide customer-provided interfaces to the logging equipment.		X
Deliverable: Logging equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	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.		
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	



Tasks	Motorola Solutions	Customer
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	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
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		

Tasks	Motorola Solutions	Customer
Provide manufacturer's installation material, part list and other related material to Customer 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 Diagrams. - Site Floor Plans. - Site Equipment Rack Configurations. - Antenna Network Drawings for RF Sites (where applicable). - ATP Test Checklists. - Functional Acceptance Test Plan Test Sheets and Results. - Equipment Inventory List. - Console Programming Template (where applicable). - Maintenance Manuals (where applicable). - Technical Service Manuals (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.

2.2 ASTRO Connectivity Services Statement of Work

2.2.1 Overview

Motorola Solutions' ASTRO[®] 25 Connectivity Service ("Service") provides network backhaul to support the Customer's mission-critical ASTRO 25 communications. The backhaul connection will link ASTRO 25 core sites with ASTRO 25 remote sites and hosted data centers. The Service will also enable connection of Motorola Solutions applications on the cloud. The ASTRO 25 Connectivity Service removes the complexity of multi-vendor management for ASTRO 25 radio network and backhaul by establishing a fully-managed end-to-end backhaul service.

Motorola Solutions will provide and install equipment to support the Service, as described in Section 2.2: ASTRO 25 Connectivity Service Sites and Equipment. In addition to providing the backhaul equipment and installation services, Motorola Solutions will maintain and manage network elements required to provide the Service ("Managed Elements"). Motorola Solutions will provide these services as needed to meet Service Availability Goals described in this SOW. Services in the SOW are delivered by Motorola Solutions and its partners.

The ASTRO 25 Connectivity Service is offered and available exclusively to ASTRO 25 systems that provide Public Safety Radio Services. The service is designed specifically to enable single vendor sourcing for Motorola Solutions' ASTRO 25 systems and Motorola Solutions information-based applications, including SmartConnect, SmartLocate, Critical Connect, and other cloud and hosted



applications provided by Motorola Solutions. These applications must be licensed from Motorola Solutions under a separate agreement to access and use the respective services.

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

Notwithstanding, the connectivity contemplated in the ASTRO® 25 Connectivity Service will be provided by Motorola Solutions Connectivity Inc., a wholly owned subsidiary of Motorola Solutions. In order to enable delivery of these connectivity services, customers must sign the Transport Connectivity Addendum (“TCA”) attached to the Agreement. Any transport or connectivity will be provided by Motorola Solutions Connectivity, Inc.

Motorola Solutions Connectivity, Inc. will utilize Motorola Solutions, Inc. as its billing and collection agent and Customer expressly agrees that invoices for services provided by Motorola Solutions Connectivity, Inc. may appear on invoices issued by Motorola Solutions, Inc. Charges for Motorola Solutions Connectivity, Inc. services that appear on invoices issued by Motorola Solutions, Inc. shall be paid to Motorola Solutions, Inc. and are fully satisfied under the billing and payment terms of the Motorola Solutions, Inc. Service Agreement.

In order to receive the services as defined within this SOW, the Customer is required to keep the ASTRO 25 system within a standard support period as described in Motorola Solutions’ [Software Support Policy \(“SwSP”\)](#).

2.2.2 Prerequisites

To connect the Customer’s on-premises ASTRO 25 infrastructure sites and cores, the Service requires the Customer to have an ASTRO 25 infrastructure service package. When purchased, the Service is integrated with the Customer’s ASTRO 25 infrastructure service package as a supplemental service. The ASTRO 25 Connectivity Service to the Customer’s ASTRO 25 infrastructure sites and core will terminate upon Customer’s cancelation of its ASTRO 25 service package.

The ASTRO 25 Connectivity Service does not require separate service packages to support cloud-hosted Motorola Solutions software products like CirrusCentral Management. The ASTRO 25 Connectivity Service is available to support cloud-hosted applications Customer purchases from Motorola Solutions.

2.2.3 Product and Installation

2.2.3.1 Scope

Motorola Solutions will provide and manage connectivity service between the Customer’s ASTRO 25 core sites and the ASTRO 25 remote sites, cloud data centers, or hosted data centers noted in Section 2.2.3.5:ASTRO 25 Connectivity Service Sites and Equipment.

2.2.3.2 Motorola Solutions Responsibilities

Motorola Solutions will fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service:

- Provide Managed Elements noted in Section 2.2.3.5:ASTRO 25 Connectivity Service Sites and Equipment to establish connectivity between the Customer provided equipment and wiring for sites noted in the same table. Such Managed Elements are included in the service pricing for installation and setup and is determined by Motorola Solutions. Managed Elements used for service delivery will be retained my Motorola Solutions.

- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity. Motorola Solutions will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of “last mile” network facilities), then a mutually agreed change order may be required.
- It is assumed that in building LTE coverage is adequate at the installation site. If during installation it is determined, the in building LTE coverage is not adequate for service then a mutually agreed change order may be required for external antenna installation.
- Standard Demarc – If necessary MSI will install cable between the Local Exchange Carrier Minimum Point of Entry, (MPOE) and the Managed Elements located with the customers ASTRO infrastructure. MSI will install the demarc standard – includes one service call, up to two (2) total hours of on-site labor, installation of one (1) cat 3, 5 or 5e cable drop up to 150 feet (vertical length up to 12 feet), connectors, ty-wraps, jacks, face plates and cable. If the site survey indicates a non-standard extended demarc (for example, the need for cable through walls, over 150’ or multiple floors), then a mutually agreed change order may be required.
- Install equipment supplied by Motorola Solutions. Installation period is within 45 business days from the time Motorola Solutions and Customer execute the Agreement and related addendum or addenda.
- When available and approved by the Customer in writing, Motorola Solutions may use Customer-owned or Customer-managed resources at no additional cost to Motorola Solutions. Customer is solely responsible for maintenance and replacement of such resources and Motorola Solutions bears no responsibility for such resources. Motorola Solutions is further not responsible for any failures in such resources.
- Cooperate with the Customer to schedule the implementation of the ASTRO 25 Connectivity Service.
- Coordinate the activities of any Motorola Solutions subcontractors necessary to provide this service.
- Administer safe work procedures for installation.
- Assist the Customer with operating and using the system during cutover.
- Motorola Solutions may, in its sole discretion, choose to modify the backhaul design. These changes will result in equivalent or improved capacity, cost, reliability, or availability.

2.2.3.3 Customer Responsibilities

The Customer will fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service:

- Provide buildings, equipment shelters, and towers required for system installation, including building sites for backhaul equipment.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for equipment installation.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s) if requested by Motorola Solutions.
- Ensure existing sites or equipment locations have sufficient space available for the system, as specified by Motorola's R56 Standards and Guidelines for Communication.

- Ensure that existing sites or equipment locations have adequate electrical power in the proper phase, in the proper voltage, and with necessary site grounding to support the requirements of the equipment provided with the ASTRO 25 Connectivity Service.
- Perform any location upgrades or modifications.
- Obtain and maintain approved local, State, or Federal permits necessary for installing and operating the proposed equipment.
- Provide any required system interconnections not specifically included in the ASTRO 25 Connectivity Service. Links provided by the ASTRO 25 Connectivity Service are outlined in Section 2.2.3.5:ASTRO 25 Connectivity Service Sites and Equipment.
- Install demarcation equipment, air conditioning, and other equipment that is not provided by Motorola Solutions and is necessary to support the project.
- Perform work that is necessary to complete the project and is outside the scope of the installation services provided by Motorola Solutions.
- If Motorola Solutions' design requires wireless backup and out-of-band ("OOB") monitoring, Motorola Solutions may provide a wireless modem at the Customer location for OOB monitoring for Motorola Solutions Managed Elements. The Customer shall provide access and accommodations to install the modem.
- The Customer will notify Motorola Solutions of any maintenance that may affect the operating status of the Managed Elements using a Customer Maintenance Change Management Request via the Helpdesk or MyView Portal. Examples of maintenance activities include: powering down the site, a Motorola Solutions' Managed Element, or a third-party Network Terminating Unit, or resetting, recabling, or moving equipment components.
- If a Motorola Solutions representative visits the Customer Site or works remotely, at Customer's request, to investigate an issue with the Service, and the Motorola Solutions representative determines the Service is functioning properly or is prevented from resolving the issue because the Customer did not provide access or reasonable assistance, the Customer will be charged at published or negotiated time and material rates.
- In the event Motorola Solutions agrees to manage any of the Customer's equipment components and determines that those components need to be upgraded before Motorola Solutions can manage them, the Customer will need to perform any upgrades required to support Motorola Solutions' management. Potential upgrades that might be necessary include: upgrades for Managed Elements Enhanced Features, end-of-life conditions, and the like. Motorola Solutions will manage those Customer equipment components after the necessary upgrade is complete.
- Upon Motorola Solutions request, the Customer or designated field service technician will reboot the Managed Elements, provide the LED light statuses of the third-party provider Network Terminating Unit where applicable, verify equipment power, verify that cables are securely connected, and insert a loopback plug.

2.2.3.4 Availability Goals

2.2.3.4.1 Service Level Availability Objectives

Motorola Solutions' ASTRO 25 Connectivity Service includes service level goals, calculated using a standard formula as described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions will monitor service availability 24 hours a day, 7 days a week.



Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions will provide the Customer with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions will determine connection availability individually for each of the Customer’s ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table 2-2, in a calendar month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table 2-1 provides Motorola Solutions’ availability goals for specific site types. This table contains Motorola Solutions’ Service Level Goals.

Table 2-1: ASTRO 25 Connectivity Service Level Goals

Site Type	Link Count	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
RF Site	1	10 – LC Fiber	SRX345	Yes (ASTRO 25 LMR)	99.95%
RF Subsite	1	10 – LC Fiber	SRX345	No	99.5%
Dispatch Site	1	10 – LC Fiber	SRX345	Yes (ASTRO 25 LMR)	99.95%
Conduit Hub (Standalone)	2	100 – LC Fiber	SRX1500	No	99.999%
Conduit Hub (Primary)	1	100 – LC Fiber	SRX1500	No	99.5%
Conduit Hub (Geo Location)	1	100 – LC Fiber	SRX1500	No	99.5%
Prime Site (Standalone)	2	100 – LC Fiber	SRX1500	Design Dependent	99.999%
Prime Site (Primary)	1	100 – LC Fiber	SRX1500	Design Dependent	99.5%
Prime Site (Geo Location)	1	100 – LC Fiber	SRX1500	Design Dependent	99.5%

Site Type	Link Count	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
ASTRO 25 Core (Primary)	2	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%
ASTRO 25 Core (DSR)	2	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%
Cirrus Hub	2	100 – LC Fiber	SRX345	No	99.999%

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types, and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which the Customer cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify the Customer of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and the Customer. Motorola Solutions and the Customer will recategorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Force Majeure

An outage resulting from a *Force Majeure* event as defined in the Agreement is not included in availability calculations, but Motorola Solutions will provide continuous commercially reasonable effort to restore system components affected by such event.

Availability Exclusions

The following items are excluded from Motorola Solutions' availability calculations:

- Periods of Soft Outage, during which the Customer is able to use the ASTRO 25 Connectivity Service, and is not prepared to release the service for immediate testing.
- Sites installed for less than one full calendar month.
- Customer Premises Equipment ("CPE") not under Motorola Solutions 24/7 monitoring coverage.
- Sites with wireless primary access.
- Customer sites with wireless backup access, where wireless signal strength does not meet wireless signal strength guidelines as required by Motorola Solutions.

- Any delay, act, or omission by the Customer or a third-party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and Customer has not released its Service for immediate testing are excluded.
- IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA SOLUTIONS WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER’S OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.
- “AS IS”. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED “AS IS”. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
- Availability and Accuracy. Customer acknowledges that functionality, availability, and accuracy of the services described herein is dependent on many elements beyond Motorola Solutions’ control, including databases managed by Customer or third parties and Customer’s existing equipment, software, and Customer Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Customer agrees not to represent to any third party that Motorola Solutions has provided such guarantee. Interruption or interference with the services described herein may periodically occur.
- The Service and/or features may not be available in all areas.

2.2.3.4.2 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.

Table 2-2: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

Incident Priority	Incident Definitions	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by the Customer. The Customer is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but the Customer is able to use the Service. Incidents are assigned this priority if the Customer is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5



Incident Priority	Incident Definitions	Primary Link Response Time Goals	Secondary Link Response Times
Medium P3	A problem is affecting an ASTRO 25 Connectivity Service component, and that problem does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Low P4	<ul style="list-style-type: none"> - Customer's requests that do not impact the ASTRO 25 Connectivity Service, such as a Customer request for an incident report - Service incidents not covered by other priority levels. - Scheduled maintenance. 	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5

2.2.3.5 ASTRO 25 Connectivity Service Sites and Equipment

Table 2-3 describes sites included in the proposed backhaul design, notes their location, and lists the critical solution equipment provided for them.

Table 2-3: ASTRO 25 Connectivity Service Interconnected Site Locations

Site Name	Site Address	Site Type
Johnson County Dispatch	Moving from: 1800 Ridgemar Drive, Cleburne, TX 76031 Moving to: 1100 E. Kilpatrick, Cleburne, TX 76031	Dispatch

2.2.4 Availability Reports

2.2.4.1 Description of Service

Motorola Solutions will track the availability of the Customer's ASTRO 25 Connectivity Service components using standardized availability reports, and will endeavor to achieve availability goals based on those reports. Motorola Solutions automatically collects and collates availability data from network elements, and uses that data to determine system health and if any maintenance or improvements are needed. Trend analysis can indicate capacity, availability, or reliability issues before they significantly affect services.

2.2.4.2 Scope

Each month, Motorola Solutions will create and distribute a network availability report to compare with availability levels described in Section 2.2.3.4: Availability Goals.

This service includes the following tasks:

- **Data Collection** – Availability data is remotely collected and stored for reporting purposes.
- **Data Reporting** – A suite of availability reports is generated and uploaded to MyView Portal.

2.2.4.3 Inclusions

Availability reports will be provided for Motorola Solutions-provided site connections included as part of the ASTRO 25 Connectivity Service.

2.2.4.4 Motorola Solutions Responsibilities

- Collect availability data through defined interfaces.
- Provide the availability reports within MyView Portal.
- Provide a Motorola Solutions point of contact for questions the Customer has about the findings or service reports provided by Motorola Solutions.

2.2.4.5 Limitations and Exclusions

- Motorola Solutions' availability target objectives, and related availability calculations, exclude availability degradation resulting from Customer's failure to promptly take necessary actions.

2.2.4.6 Customer Responsibilities

- Designate an authorized reporting contact to work with Motorola Solutions to address any questions.
- When necessary, perform corrective actions identified by Motorola Solutions' project team as outside the scope of Motorola Solutions' responsibilities.

2.2.5 Backhaul Event Monitoring

2.2.5.1 Description of Service

Backhaul Event Monitoring provides real-time end-to-end event monitoring and fault isolation for ASTRO 25 Connectivity Service backhaul components and links. A set of sophisticated tools support remote detection and classification of events on the Customer's backhaul network. When an event is detected, Motorola Solutions will determine the status of impacted backhaul links and engage with other service teams as needed to isolate the cause and resolve the incident. Motorola Solutions will respond to incidents in accordance with Section 2.2.3.4.2: Incident Priority Definitions and Response Times.

2.2.5.2 Scope

Backhaul Event Monitoring is available 24 hours a day, 7 days a week. Motorola Solutions' tools and processes for monitoring ASTRO 25 radio networks will be leveraged to monitor the backhaul endpoints effectively, and to provide a consistent monitoring experience if receiving both services. Incidents that are generated by the monitoring service will be handled in accordance with Section 2.2.3.4.2: Incident Priority Definitions and Response Times.

2.2.5.3 Inclusions

Backhaul Event Monitoring is provided for the links and equipment listed in Section 2.2.3.5: ASTRO 25 Connectivity Service Sites and Equipment.

2.2.5.4 Motorola Solutions Responsibilities

- Use concurrent connectivity through the network connection established to support Backhaul Event Monitoring.
- Verify connectivity and event monitoring after system installation is complete.
- Monitor backhaul links continuously 24 hours per day, 7 days per week.
- Create incident tickets when necessary. Identify and classify the link associated with the incident. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Remotely access the Customer's backhaul to perform remote diagnosis and fault isolation as permitted by the Customer pursuant to Section 2.2.5.6: Customer Responsibilities.
- Dispatch the Customer's field service technician designated in the CSP when necessary, and maintain communications with the Customer until the incident is resolved. Provide updates in accordance with the agreed frequency, until resolution.

2.2.5.5 Limitations and Exclusions

- Monitoring excludes Customer Enterprise Network ("CEN") components.
- Additional support charges beyond the contracted service rates may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters.
- Motorola Solutions is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola Solutions.

2.2.5.6 Customer Responsibilities

- Provide Motorola Solutions with continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions backhaul equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").
- Notify the CMSO when the Customer performs any activity that impacts the backhaul components. Activity that impacts the backhaul components may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.

- Allow Motorola Solutions' field service technician, designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that backhaul faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Acknowledge that incidents will be handled in accordance with Section 2.2.3.4.2: Incident Priority Definitions and Response Times.

2.2.6 Remote Technical Support

2.2.6.1 Description of Service

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require ASTRO 25 Connectivity Service backhaul knowledge and troubleshooting capabilities. As with ASTRO 25 incidents, the CMSO Service Desk will respond to ASTRO 25 Connectivity Service incidents.

2.2.6.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 2.2.3.4.2: Incident Priority Definitions and Response Times. Any unresolved incidents will be escalated to Motorola Solutions engineering and Original Equipment Manufacturers (OEM) for further assistance.

2.2.6.3 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-221-7144) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to requests for service in accordance with Section 2.2.3.4.2: Incident Priority Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.

- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

2.2.6.4 Limitations and Exclusions

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

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

2.2.6.5 Customer Responsibilities

- Submit changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer’s system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be handled in accordance with Section 2.2.3.4.2: Incident Priority Definitions and Response Times.
- Cooperate with Motorola Solutions, performing acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support. These actions include, but are not limited to, providing System IP information, local hardware logs, software versions, and Customer change management information.

2.2.7 On-site Response

Motorola Solutions’ On-site Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions’ Centralized Managed Support Operations (“CMSO”) organization in cooperation with a local service provider.

2.2.7.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer’s request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to achieve response time goals.

The dispatched field service technician will travel to the Customer’s location to restore the system in accordance with Section 2.2.3.4.2: Incident Priority Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

2.2.7.2 Scope

On-site Response is available as needed to support the availability described in Section 2.2.3.4: Availability Goals.

2.2.7.3 Inclusions

On-site Response is provided for hardware included with ASTRO 25 Connectivity Service.

2.2.7.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions designated field service technician will perform the following on-site:
 - Run diagnostics on the component.
 - Perform physical fault restoration and hardware maintenance to restore component functions.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
 - If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

2.2.7.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.

- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees to provide On-site Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

2.2.8 Software Updates

2.2.8.1 Description of Service

Each quarter, Motorola Solutions will provide relevant Original Equipment Manufacturer (“OEM”) software patches for backhaul equipment included as part of the ASTRO 25 Connectivity Service. These patches will update equipment when required to maintain compatibility with components or will address security vulnerabilities.

2.2.8.2 Scope

Motorola Solutions will update network components when it determines it is necessary to maintain the ASTRO 25 Connectivity Service, and will provide security updates as needed to address identified security vulnerabilities.

Software Updates follow Motorola Solutions’ defined change management process to avoid potential disruption. Once an OEM software update is available, Motorola Solutions initiates the change process to define the update’s impact and work with the Customer to schedule its implementation.

2.2.8.3 Inclusions

Motorola Solutions will provide relevant software patches and updates as provided by OEMs based on a schedule mutually agreed by the parties.

2.2.8.4 Motorola Solutions Responsibilities

- Provide relevant software and security patches to the Customer when provided by the OEM.
- Notify the Customer if an update will require network downtime to implement.
- Work with the Customer to schedule installation of disruptive software patches.

2.2.8.5 Limitations and Exclusions

- Motorola Solutions does not provide warranties on software updates. Warranties on software updates, if available, will be provided directly by the OEM.

2.2.8.6 Customer Responsibilities

- Work with Motorola Solutions to schedule installation of disruptive software patches.

2.3 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, change in system configuration or adds time to the project's timeline 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.

2.4 Design Assumptions

Motorola has based the system design on information gathered from meeting with the Customer. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the Customer, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Johnson County.
- Customer will be responsible to provide all necessary power and backup power/UPS/generator to meet the power requirements of the system.
- The customer will work with Motorola's partner to install new Ethernet cable from the dispatch floor to the equipment room and coax cable from the equipment room to the exterior mounted console antennas. It is assumed existing conduit and wall penetrations can be used.
- Any required system interconnections not specifically outlined here will be provided by the Customer.

- The Customer is responsible to provide space to accommodate the dispatch equipment. Customer will provide furniture for positions and ensure that required power outlets are present to power the equipment.
- Johnson County to ensure communication site meet space, grounding/surge suppression to R56 standards, power, and connectivity requirements.
- Where necessary, Johnson County will provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the site.
- No additional backup consolettes are included in this offer per customer request.
- The customer will work with Motorola to meet any HEPA requirements during the install of the equipment.
- It is customer responsibility to resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- It is assumed there is LTE coverage inside the new building, if necessary, for the Cradlepoint LTE Router. A change order will be required if an external antenna is needed.
- It is assumed that no special construction is needed for the fiber build to the building.
- It is assumed the telco demarc is within 150 ft of building entry or that single mode fiber is available in the building.
- Motorola will physically move the NICE logger; however any customer-provided interface (CDR for telephony, ANI/ALI, etc.) is the customer responsibility to provide at the new location. It has been assumed no IP/hostname changes will be made. A change order will be required if NICE reconfiguration is necessary.
- Motorola is not including any additional licensing (audio recording or screen capture) for the NICE logging recorder in the main offer. Should the logging vendor need any configuration changes, it would be customer responsibility.
- Any decommissioning or disposal of other existing equipment/items required to complete this project will be customer responsibility.
- No console training has been included.
- No additional spares are included in this offer.
- If optional proposals are purchased, they must be implemented together with the base proposal and will not be treated as a separate project.

2.5 Schedule

Below is a high level schedule of tasks with an approximate timeline and order of events. A final project schedule will be developed based upon mutual agreement between Motorola Solutions and Johnson County at the Detailed Design Review (DDR). The equipment order/ship timeline reflected below is the average lead time for materials. The duration may be impacted by global supply chain shortages.

Figure 1 – High Level Schedule

	2023			2024			2024		
	Q3			Q4			Q1		
PROJECT PHASE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Project Kickoff									
Design / Order									



Manufacture								
Install/Upgrade Dispatch								
Program / Config / Optimize								
Testing								
Cut-Over (Go-Live)								
Final Acceptance								

Section 3

Premier Services

3.1 Overview

Modern mission-critical communication networks support robust features, but their complexity usually requires specialized personnel to monitor and maintain. Motorola Solutions is proposing Premier Services for ASTRO[®] 25 infrastructure, which provide the personnel and tools necessary to maintain network performance. With Premier Services, Johnson County will be able to rely on Motorola Solutions instead of having to assemble and maintain a qualified support team.

Premier Services provide a tailored set of service elements to maintain performance so Johnson County can focus on core objectives. These elements include:

- Service Assurance:
 - Network Event Monitoring.
- On-site Infrastructure Response.
- Network Hardware Repair with Advanced Replacement.
- Problem Management.
- Annual Preventive Maintenance.
- Remote Security Update Service (RSUS).
- Security Monitoring.
- Network Updates.
- Change Management.
- Remote Technical Support.

Motorola Solutions commits to a defined service level for Johnson County's ASTRO 25 network, measured according to Key Performance Indicators (KPI). The included service elements maintain network components to keep performance at defined levels.

3.2 Premier Services Element Descriptions

The following sections describe the elements proposed for Johnson County's ASTRO 25 infrastructure.

3.2.1 Service Assurance

Timely detection of developing issues will help keep Johnson County's ASTRO 25 network at optimum availability, ready to serve mission-critical communications needs. Motorola Solutions uses sophisticated tools to monitor network and backhaul elements and identify potential issues. Motorola Solutions' experienced personnel can then respond swiftly to minimize issue impact on network performance.

Network Event Monitoring

Motorola Solutions will continuously monitor Johnson County's ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

3.2.2 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Johnson County's ASTRO 25 network 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 Premier Services and in the Customer Support Plan agreed between Johnson County and Motorola Solutions.

3.2.3 Network Hardware Repair with Advanced Replacement

To restore Johnson County's 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.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in Johnson County's ASTRO 25 network to maintain continued network functionality.

If Johnson County prefers to maintain their existing FRU inventory rather than using Motorola Solutions' depot inventory, Motorola Solutions can provide "loaner" FRUs during the repair process.

3.2.4 Problem Management

Recurring ASTRO 25 radio network incidents can indicate a root cause is responsible for these incidents. Motorola Solutions will work to identify and correct this root cause through Problem Management.

If an incident occurs repeatedly, Motorola Solutions can investigate for a root cause. Once an investigation establishes a problem's root cause, Motorola Solutions will take steps to resolve it or minimize its impact. For reference, Motorola Solutions will document these problems and the steps to remedy them.

3.2.5 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.

3.2.6 Remote Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions provides the Remote Security Update Service (RSUS). With this service, Motorola Solutions deploys antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With RSUS, Motorola Solutions will remotely install tested updates on Johnson County's ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

3.2.7 Security Monitoring

Increased network activity, reduced performance, and loss in functionality may be symptoms of malicious software intrusion. Motorola Solutions will continuously monitor Johnson County's ASTRO 25 network for attempts to compromise the network. Security Monitoring tools will collect automatic alerts from network firewalls, intrusion detection systems (IDS), Syslog, and anti-malware systems. Motorola Solutions security personnel will evaluate if that alert indicates there is an active cybersecurity threat. If personnel find a potential threat, Motorola Solutions will alert Johnson County.

3.2.8 Network Updates

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

Motorola Solutions will deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates 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 Johnson County’s site. This includes factory integration, testing, and supply chain management for new software and hardware.
- With these services, Johnson County will have access to the technology, support, and planning expertise needed for an effective upgrade.

3.2.9 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 Johnson County 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.

3.2.10 Change Management

Motorola Solutions’ personnel will work with Johnson County to control changes to configurable elements or network activities, implementing them with minimal disruption and risk. When a change is proposed, Motorola Solutions personnel will gauge its impact. They will then communicate with key stakeholders to get authorization to implement the change based on its projected impact. Once a change is approved, Motorola Solutions personnel will notify affected groups in advance of implementation so they can prepare.

3.3 Motorola Solutions Service Delivery Ecosystem

Premier Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. 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 Johnson County’s administrators and personnel through MyView Portal.

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

3.3.1 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 Johnson County, 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.

Motorola Solutions will brief assigned personnel on Johnson County's ASTRO 25 network configuration, availability commitments, and end user needs. These individuals will be able to analyze network trends and identify areas of potential performance improvement. This in-depth knowledge will help personnel to understand alarms and incidents, so they can resolve potential network issues more quickly.

3.3.2 Governance

Complex land mobile radio (LMR) networks need sophisticated governance to coordinate services with stakeholders, and to perform service tasks efficiently. Motorola Solutions' service team will provide a framework for collaboration between stakeholders. The service team will work with Johnson County to define the individuals that need to receive LMR network notifications and approve decisions.

3.3.3 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.

3.3.4 Repair Depot

The Motorola Solutions Repair Depot will provide Johnson County 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 Johnson County's representatives to check repair status, from inbound shipment to return.

3.3.5 Service Delivery Management

Service Delivery Management uses standard procedures to provide and communicate committed service performance levels. The Service Delivery Management resource evaluates Johnson County's feedback, and establishes quality improvement processes through cooperation with Motorola Solutions teams. Service Delivery Management defines success criteria during service transition and manages ongoing end-to-end service delivery.

3.3.6 Customer Support Manager

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

3.3.7 MyView Portal

To provide Johnson County with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 1-2: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, Johnson County’s 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.
- Viewing Premier performance reports.

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

3.4 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 the Johnson County's ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, the Johnson County's 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 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 Parker County's site. This includes factory integration, testing, and supply chain management for new software and hardware.

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

Section 4

Pricing Summary

Motorola is pleased to provide the following equipment and services to the Johnson County.

Description	Price
Three MCC7500 Dispatch Consoles - Equipment	\$200,105.00
Two MCC7500 Dispatch Consoles - Equipment	\$117,993.00
NICE Screen Recording Licenses	\$2,750.00
Professional Services for relocation of existing dispatch site, upgrade of existing consoles, three new consoles - Project Management, Installation, Configuration, Optimization, Testing and Documentation	\$249,444.00
Professional Services for two additional MCC7500 Dispatch Consoles - Project Management, Installation, Configuration, Optimization, Testing and Documentation	\$28,506.00
Professional Services for NICE Screen Recording Implementation for Five Console Positions - Project Management, Installation, Configuration, Optimization, Testing and Documentation	\$23,185.00
Warranty Service – Year 1	Included
DIR-TSO-4101 Contract Discounts and Fort Worth System User Discount	(\$88,336.00)
Total	\$533,647.00

Ongoing Maintenance and Lifecycle pricing for five new console positions (for planning purposes only)

Description	Price
Year 2 – Maintenance and SUA	\$26,205.00
Year 3 – Maintenance and SUA	\$28,563.00
Year 4 – Maintenance and SUA	\$29,639.00
Year 5 – Maintenance and SUA	\$30,767.00



Section 5

Payment Terms

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.**

For Lifecycle Support Plan:

Motorola will invoice Customer annually in advance of each year of the plan

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. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. 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). Any pricing change would be documented in a change order executed with the Customer.

Section 6

Contractual Documentation

This proposal is subject to the terms and conditions of Texas DIR-TSO-4101 contract. Johnson County may accept this proposal by issuing a purchase order referencing “Motorola’s Proposal, associated addendum and the terms and conditions of the Texas DIR-TSO-4101 contract.”

The parties agree that the applicable “EXHIBIT B – Contract Provisions”, being declarations and certifications required, only if applicable, for contracts between a political subdivision of the State of Texas and private business and conditions for use and expenditure of State and Federal funds is attached hereto and incorporated herein for all purposes. Further, Motorola Solutions, Inc. agrees to and makes such applicable certifications and declarations as are set forth in “Exhibit B - Contract Provisions”.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Ch Boedeker
Christopher Boedeker
As Johnson County Judge

June 26, 2023
Date

Attest: *April Long*
County Clerk, Johnson County



June 26, 2023
Date

MOTOROLA SOLUTION, INC.:

Brad Rice
Authorized Representative of
MOTOROLA SOLUTIONS, INC.

June 16, 2023
Date

Printed Name: Brad Rice

Title: Area Sales Manager

Addendum to Master Customer Agreement For Transport Connectivity

This Addendum for Transport Connectivity (this “TCA”) is entered into between Motorola Solutions Connectivity, Inc., with offices at 500 W Monroe St., Suite 4400, Chicago, IL 60661 (“Motorola”), a wholly owned subsidiary of Motorola Solutions, Inc. (“MSI”), and the entity set forth in the signature block below or in the MCA or Primary Agreement (“Customer”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement or other Primary Agreement entered into between Customer and MSI, effective as of [_____] (the “Agreement”), and the applicable Addenda. Capitalized terms used in this TCA, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda.

1. **Addendum.** This TCA governs Customer’s purchase of certain transport connectivity, as further described below (generally referred to as the “Connectivity”), and constitutes an agreement solely entirely between Motorola and Customer. Motorola and Customer shall only be liable to each other for the obligations expressly set forth in this TCA. In no event will MSI be liable for any of Motorola’s obligations or liabilities pursuant to this TCA. In addition to the Agreement, other Addenda may be applicable to other Products or Services, with respect to Software and Equipment, as each of those terms is defined therein, and as further described below, if any. This TCA will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the Connectivity purchased under this TCA and not with respect to other Products or Services.
2. **Connectivity Service Description and Applicable Terms and Conditions.**
 - 2.1. Connectivity Service Description. Connectivity means the physical connection (i.e. the physical copper, fiber, wireless transport technology(ies) or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for Customer, as set forth in the applicable Statement of Work (“SOW”) between the parties, which may be located on Customer premises, mobile, and/or in remote Motorola or MSI procured data centers or cloud-based locations. If a generic demarcation point (such as a street address) is provided, the demarcation point will be Motorola’s Minimum Point of Entry (MPOE) at such location (as determined by Motorola and/or its vendors). Additional wiring may be provided by MSI, at its sole discretion, and may entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Any additional wiring or necessary transmission media will be provided and/or maintained by MSI as specifically described in the accompanying SOW. Motorola will maintain Connectivity to the demarcation point only. Customer disclaims any interest in any equipment, property or licenses used by Motorola to provide Connectivity. Terms for interest in additional wiring and maintenance of additional wiring will be as delineated in an applicable SOW.
 - 2.2. Types of Connectivity Technologies. Motorola uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement or applicable SOW, Motorola utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching (“MPLS”) and Software Defined Wide Area Network (“SD-WAN”).
3. **Requests for Connectivity, Third Party Providers and Statements of Work.** Customer will request Connectivity as provided for in the applicable SOW(s). Motorola will notify Customer of

acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity.

3.1. Third Party Providers of Connectivity. Customer understands and agrees that Connectivity is provided to Motorola by third parties, and then may be combined with certain Motorola and/or MSI equipment, as requested by Customer and agreed in an applicable SOW. Motorola does not build or provision Connectivity itself; it solely procures underlying services to provide Connectivity from third parties.

3.1.1. Provision of Connectivity is subject to availability of underlying Connectivity from Motorola's applicable vendor. Provisioning intervals for Connectivity are dependent upon the intervals provided to Motorola by the underlying third party provider. Customer agrees that Motorola may request, but is not responsible for, certain provisioning intervals as requested by Customer in a SOW.

3.1.2. Customer further agrees that Motorola does not offer any specific service level agreements, service level objectives, outage credits or other guarantees regarding outages or reliability of services (collectively, "SLAs") procured and included as part of Connectivity from third party providers. Any SLAs available to Customer will be separately identified and provided by MSI under the Agreement and any applicable SOW. No other SLAs will be provided or are available from Motorola, unless specifically delineated herein.

3.1.3. Certain requirements of Motorola's third party providers may apply to the provision of Connectivity and are included as Exhibit A to this TCA.

3.2. Statement of Work. Motorola and MSI will provide a Statement of Work ("SOW") to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by MSI. An applicable SOW may contain SLAs with respect to other services provided by MSI outside of Connectivity or in conjunction with Connectivity. However, Customer and Motorola agree that such SLAs do not apply directly to Connectivity in and of itself provided by Motorola.

4. **Provisioning, Maintenance and Repair.** Motorola may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity interruption Motorola will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Connectivity problems, for which Motorola will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable. Motorola may assess a dispatch fee if costs for such services are invoiced to Motorola.

5. **Termination.** Should any Connectivity be terminated under the provisions of the Agreement, Customer agrees that it will reimburse Motorola for any termination charges levied against Motorola by any third party providers of individual components of Connectivity. Motorola will invoice such charges through its standard billing processes and such amounts will be paid pursuant to the provisions of the Agreement.

6. **Customer Information.** Customer agrees that Motorola may use, access and disclose Customer's information including customer data and network information within its own and its affiliates' business operations, and with third party vendors acting on Motorola's behalf for provision of the Connectivity.

7. **Network Monitoring.** Transmissions passing through the facilities of Motorola's vendors may be subject to legal intercept and monitoring activities by its vendors (or vendors' suppliers) or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants

its consent under and represents that it will have at all relevant times the necessary consents from all end users.

8. **Transmission Service Priority.** Certain service priority(ies), including restoration, may be available to Customer for an additional fee from Motorola's third party provider of Connectivity. If Customer elects to implement an available service priority for Connectivity, then Customer is required to expressly set forth its priority election within the applicable SOW, cooperate fully with Motorola and Motorola's third party provider of Connectivity to effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.

9. **Billing and Payment.** Motorola will issue invoices to Customer for the provision of Connectivity to Customer, which may include but not limited to charges billed by third party providers and all taxes fees, surcharges or other charges imposed by such third party providers. Customer will pay invoices from Motorola for the Connectivity covered by this TCA in accordance with the invoice payment terms set forth in the Agreement. Fees for Connectivity will be invoiced as of the provisioning date, as determined by Motorola, unless another payment schedule or milestones are set forth in the Agreement or applicable SOW. Motorola may, at its sole discretion, utilize MSI as its billing and collection agent and Customer expressly agrees that invoices for Motorola services may appear on invoices issued by MSI.

10. **Taxes and Regulatory Cost Recovery Fees.** Unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola is permitted to recover from Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in a SOW. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes Motorola applicable tax-exemption certificates. Motorola will be solely responsible for reporting Taxes on its income and net worth.

IN WITNESS WHEREOF, the parties hereto have executed this TCA as of the Effective Date provided above.

CUSTOMER

MOTOROLA SOLUTIONS CONNECTIVITY, INC.

By: 

By: 

Name: Christopher Boedeker

Name: Brad Rice

Title: County Judge

Title: Area Sales Manager

EXHIBIT A

Requirements of Third Party Providers for Provision of Connectivity

1. VERIZON

For Connectivity using Verizon third party services, the following additional terms apply.

For purposes of this Exhibit, "**Service**" means certain wireline (including but not limited to Ethernet, wavelength, MPLS or other VPN services and SD-WAN) and/or wireless services provided directly or indirectly by Verizon which may include but it is not limited to data transmission services between devices (wireless or other) and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Content Disclaimer. Neither Verizon, Motorola, nor MSI exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer data, individual health and financial content. Each of Verizon, Motorola, and MSI is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Motorola, MSI or Customer regarding Services.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer data as described in the Use of Customer Data clause above.

A. VERIZON WIRELESS SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR VERIZON PRODUCT OR SERVICE WITH RESPECT TO VERIZON.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND ITS AFFILIATES INCLUDING VESTA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER SECTION OF THE AGREEMENT, NEITHER MOTOROLA, VESTA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

- A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;
- B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, OR (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,
- C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, VESTA OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES
- D) NOTWITHSTANDING THE FOREGOING THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION LIMITS VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S, MOTOROLA'S, OR VESTA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

B. VERIZON WIRELINE SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Services Suspension. Verizon may, subject to giving Motorola, MSI or Customer reasonable notice where practicable, suspend one or more services provided by Verizon (or a part thereof) if:

- suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon personnel, agents, facilities, or services;
- Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g. police or fire service) or other administrative or regulatory authority;
- Verizon has reasonable grounds to consider that use of the Services violates the AUP, as defined below, or other terms of a contract; or
- Customer fails to provide or increase the security as requested by Verizon.

Customer Obligations.

Access. Where Verizon requires access to a Customer site in order to provide Services, Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer site. Customer shall provide Verizon with such facilities and information as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract.

Acceptable Use Policy (AUP).

Compliance. Use of Verizon IP Services must comply with the then current version of the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL: <http://www.verizonenterprise.com/terms> or other URL designated by Verizon. Customer shall ensure that each user of the Services complies with the AUP. Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer. Verizon will regularly review the AUP (and whether there have been any changes to it) with Customer, but no less than quarterly, and sooner in the event there are changes.

To the extent permitted by law, Customer will defend, indemnify and hold harmless the Verizon Indemnitees, as defined by Verizon at the link for the AUP identified above, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: Customer's, users' of the Services, or Customer's customers' violation of the AUP; or the unauthorized use of or access to the Services or Verizon Facilities by any person, under Customer's reasonable control, using Customer's systems or network. Notwithstanding any other provision of a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees.

EXHIBIT B – Contract Provisions

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of September 1, 2022.** The following contract provisions are required only if applicable to the performance of Motorola Solutions' (MSI's) duties under the negotiated contract.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

	<p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. If compliance with Davis-Bacon Act is applicable to any work under the agreement, then said work will need to be identified and performed by a subcontractor. Motorola Solutions complies with all applicable Federal and state laws designed to protect the environment, and the Federal and state Occupational Safety and Health Acts globally. Motorola Solutions agrees in the performance of this contract to comply with all directly applicable federal, state and local laws, regulations rules and orders having the force of law.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB Subrecipients</p>

<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Motorola does not comply with Contract Work Hours. If compliance with Contract Works Hours and Safety Standards Act is applicable to any work under the agreement, then said work will need to be identified. Motorola Solutions complies with all applicable Federal and state laws designed to protect the environment, and the Federal and state Occupational Safety and Health Acts globally. Motorola Solutions agrees in the performance of this contract to comply with all directly applicable federal, state and local laws, regulations rules and orders having the force of law.</p>	<p>2 CFR 200 APPENDIX III I</p>	<p>Contractor RFP/IFB Subrecipients</p>
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None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. To the best of MSI’s knowledge and understanding at the time and date of submission of this response, provision is not applicable.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Comply with Clarification: Motorola Solutions complies with all applicable Federal and state laws designed to protect the environment, and the Federal and state Occupational Safety and Health Acts globally. Motorola Solutions agrees in the performance of this contract to comply with all directly applicable federal, state and local laws, regulations rules and orders having the force of law. Under no circumstances is a failure to comply with an applicable law a breach of contract. Seller has thirty (30) days to propose a plan to cure any failure to comply with applicable laws. Seller’s liability to buyer will be subject to the limitations of the contract and will exclude liability for events and causes beyond seller’s reasonable control.	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Comply with Clarification: Motorola Solutions represents and warrants that it is not aware of and has no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Vendor or any related individuals or affiliated entities related to the subject matter of this solicitation or otherwise relevant to DPS’s consideration of the response. Motorola Solutions, Inc. (“Motorola”) is a Fortune 500 company with billions of dollars in annual sales globally, employing thousands of workers worldwide and having more than one hundred thousand (100,000) shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. None of these matters are considered by the Company to be material, and nor would they impact the ability of the Company to perform this contract. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see SEC filings. See Item 3, Legal Proceedings, http://investors.motorolasolutions.com/Docs . None of Motorola Solutions’ legal matters would impair Vendor’s performance under the awarded contract.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Motorola Solutions: Certified as is.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. To the best of MSI’s knowledge and understanding at the time and date of submission of this response, provision is not applicable.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment To the best of MSI’s knowledge and understanding at the time and date of submission of this response, provision is not applicable.	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.322 - Domestic Preferences for Procurements Comply with Clarification: To the best of MSI’s knowledge and understanding at the time and date of submission of this response, provision is not applicable. Motorola Solutions agrees in the performance of this contract to comply with all directly applicable federal, state and local laws, regulations rules and orders having the force of law. Under no circumstances is a failure to comply with an applicable law a breach of contract. Seller has thirty (30) days to propose a plan to cure any failure to comply with applicable laws. Seller’s liability to buyer will be subject to the limitations of the contract and will exclude	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients

	liability for events and causes beyond seller's reasonable control.		
>\$10,000	<p>An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p> <p>Comply with Clarification: To the best of MSI's knowledge and understanding at the time and date of submission of this response, provision is not applicable.</p> <p>Motorola Solutions agrees in the performance of this contract to comply with all directly applicable federal, state and local laws, regulations rules and orders having the force of law. Under no circumstances is a failure to comply with an applicable law a breach of contract. Seller has thirty (30) days to propose a plan to cure any failure to comply with applicable laws. Seller's liability to buyer will be subject to the limitations of the contract and will exclude liability for events and causes beyond seller's reasonable control.</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p> <p>Motorola Solutions: Certified as is.</p>	2 CFR 200.112	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>

None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. 	2 CFR 200.321	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <ol style="list-style-type: none"> (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. <i>(2) If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. <p>Comply with Clarification: To the best of MSI's knowledge and understanding at the time and date of submission of this response, provision is not applicable.</p> <p>Motorola Solutions agrees in the performance of this contract to comply with all directly applicable federal, state and local laws, regulations rules and orders having the force of law. Under no circumstances is a failure to comply with an applicable law a breach of contract. Seller has thirty (30) days to propose a plan to cure any failure to comply with applicable laws. Seller's liability to buyer will be subject to the limitations of the contract and will exclude liability for events and causes beyond seller's reasonable control.</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	<p>Texas Government Code 2252.152</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
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>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <ul style="list-style-type: none"> (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <ul style="list-style-type: none"> (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. 	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p> <p>Comply with Clarification: To the best of MSI's knowledge and understanding at the time and date of submission of this response, provision is not applicable.</p>	42 U.S.C. 6201	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
	<p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms, Conditions, & Records	<p>Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	<p>Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients

<p>ARPA Terms, Conditions, & Records</p>	<p>Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p> <p>Comply with Clarification: Motorola Solutions agrees in the performance of this contract to comply with all directly applicable federal, state and local laws, regulations rules and orders having the force of law. Under no circumstances is a failure to comply with an applicable law a breach of contract. Seller has thirty (30) days to propose a plan to cure any failure to comply with applicable laws. Seller’s liability to buyer will be subject to the limitations of the contract and will exclude liability for events and causes beyond seller’s reasonable control.</p> <p>Motorola Solutions represents and warrants that it is not aware of and has no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Vendor or any related individuals or affiliated entities related to the subject matter of this solicitation or otherwise relevant to DPS’s consideration of the response. Motorola Solutions, Inc. (“Motorola”) is a Fortune 500 company with billions of dollars in annual sales globally, employing thousands of workers worldwide and having more than one hundred thousand (100,000) shareholders. As is normal for such companies,</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>

	<p>Motorola and its subsidiaries have been a party to many civil lawsuits. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. None of these matters are considered by the Company to be material, and nor would they impact the ability of the Company to perform this contract. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see SEC filings. See Item 3, Legal Proceedings, http://investors.motorolasolutions.com/Docs. None of Motorola Solutions' legal matters would impair Vendor's performance under the awarded contract.</p>		
<p>ARPA Terms, Conditions, & Records</p>	<p>Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.</p> <p>Comply with Clarification:</p> <p>Motorola Solutions agrees in the performance of this contract to comply with all directly applicable federal, state and local laws, regulations rules and orders having the force of law. Under no circumstances is a failure to comply with an applicable law a breach of contract. Seller has thirty (30) days to propose a plan to cure any failure to comply with applicable laws. Seller's liability to buyer will be subject to the limitations of the contract and will exclude liability for events and causes beyond seller's reasonable control.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>

ARPA Terms, Conditions, & Records	Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law. Comply with Clarification: To the best of MSI's knowledge and understanding at the time and date of submission of this response, provision is not applicable to Seller. Motorola Solutions agrees in the performance of this contract to comply with all directly applicable federal, state and local laws, regulations rules and orders having the force of law. Under no circumstances is a failure to comply with an applicable law a breach of contract. Seller has thirty (30) days to propose a plan to cure any failure to comply with applicable laws. Seller's liability to buyer will be subject to the limitations of the contract and will exclude liability for events and causes beyond seller's reasonable control.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Comply with Clarification: To the best of MSI's knowledge and understanding at the time and date of submission of this response, provision is not applicable.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

<p>ARPA Terms, Conditions, & Records</p>	<p>Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p> <p>Comply with Clarification: To the best of MSI's knowledge and understanding at the time and date of submission of this response, provision is not applicable.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
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Signed: *S Brad Rice*

Name: Brad Rice

Title: Area Sales Manager

Date: June 16, 2023