

# AGREEMENT

## BETWEEN THE COUNTY OF SAN MATEO AND MOTOROLA, INC.

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MOTOROLA, INC., hereinafter called "Contractor";

### **WITNESSETH:**

**WHEREAS**, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

**WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of upgrading the P25 System to meet the technical requirements of the County, which will augment the existing 480MHz Trunked Radio System to include a future 700MHz P25 radio system layer.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

#### **1. EXHIBITS AND ATTACHMENTS.**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A: Definitions and Scope of Agreement
- Exhibit B: Statement of Work
  - Exhibit B-1: Preliminary Project Schedule (Dated: 12/04/2008)
  - Exhibit B-2: Thirty-Day Standalone Performance Test Plan
- Exhibit C: Maintenance and Preventative Maintenance
  - Exhibit C-1: Maintenance Service and Support - Statement of Work
- Exhibit D: Training
- Exhibit E: Equipment Pricing
- Exhibit F: Payment Schedule
- Exhibit G: Motorola Software License Agreement
- Attachment 1: P25 Requirements Compliance
- Attachment 2: Additional Terms and Conditions

**2. SERVICES TO BE PERFORMED BY CONTRACTOR.**

In consideration of the payments set forth herein and in Exhibits A through D, Contractor shall provide equipment and perform services for County in accordance with the terms, conditions and specifications set forth herein and in the Exhibits and Attachments described above.

**3. PAYMENTS.**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A through D, County shall make payment to Contractor based on the payment schedule described in Exhibit F. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE MILLION NINE HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND NO CENTS (\$1,966,453.00)**.

**4. TERM AND TERMINATION.**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JANUARY 1, 2009** through **DECEMBER 31, 2011**.

This Agreement may be terminated by Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials.

Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. AVAILABILITY OF FUNDS.**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

If the County terminates for non-appropriation it will be liable to pay Contractor for (1) the portion of the contract price attributable to the equipment and/or software delivered, and all services performed, on or before the effective date of the termination; and (2) reasonable costs and expenses that Contractor incurs as a result of the termination of the Agreement.

County shall have no right to terminate this Agreement for the purpose of procuring any of the same or substantially similar equipment, software, or services from another vendor, or if Contractor has given County a notice of default and such default has not been cured.

**6. RELATIONSHIP OF PARTIES.**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. HOLD HARMLESS.**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) direct damage to any tangible property, or (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, resulting from the negligent performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. ASSIGNABILITY AND SUBCONTRACTING.**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement. Neither party may assign this Agreement without the prior written consent of the other party, except that Contractor may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of County. Contractor may subcontract any of the work, but subcontracting will not relieve Contractor of its duties under this Agreement.

**9. INSURANCE.**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, contractual liability extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Commercial General Liability Insurance The Contractor shall take out and maintain

during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- 1) Commercial General Liability ..... \$1,000,000
- 2) Business Automobile Liability Insurance ... \$1,000,000

County and its officers, agents, employees and servants shall be listed as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES.**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **11. NON-DISCRIMINATION AND OTHER REQUIREMENTS.**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.
- E. Section 1.01 *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. Section 1.02 The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE.**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

## **13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT.**

- A. Except for Contractor's confidential or proprietary information, such as, but not limited to cost data, Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. MERGER CLAUSE.**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. CONTROLLING LAW AND VENUE.**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. NOTICES.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**IN THE CASE OF CONTRACTOR, TO:**

Motorola, Inc.  
Blair Vincent, Project Manager  
6450 Sequence Drive,  
San Diego, CA 92121

**IN THE CASE OF COUNTY, TO:**

San Mateo County Sheriff's Office  
Attn: Sheriff  
400 County Center  
Redwood City, CA 94063

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

## **17. LIMITATION OF LIABILITY.**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

By: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
CLERK OF SAID BOARD

**MOTOROLA, INC.**

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

Date: \_\_\_\_\_

Long Form Agreement/Non Business Associate v 8/19/08



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# EXHIBIT A DEFINITIONS AND SCOPE OF AGREEMENT

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND MOTOROLA, INC.

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## 1. DEFINITIONS.

Terms used in this Agreement and not otherwise defined within the Agreement have the following meanings:

- “Communications System” or “System” is the communications system described in this Exhibit and Exhibit B.
- “Eligible Purchaser” means the State of California or any state or local government agency, body, district, city, county or other political subdivision within the State of California. Any private company providing ambulance, emergency response, or other public safety or similar services under contract with Customer will be deemed to be a non-governmental Eligible Purchaser but only with respect to the performance of such services.
- “Equipment” is the equipment specified in the Equipment List included in Exhibit E.
- “Motorola Software” is software whose copyright is owned by Motorola.
- “Non-Motorola Software” is software whose copyright is owned by a party other than Motorola.
- “Software” includes Motorola and any Non-Motorola Software that may be furnished with the Communications System.
- “Customer” is the County of San Mateo.

## 2. SCOPE OF AGREEMENT.

### 2.1. SCOPE OF WORK.

Motorola will provide, assemble and integrate the Equipment and Software, and deliver, install and test the Communications System at designated sites, as specified in Exhibit B and in accordance with this Agreement. County will perform its responsibilities as specified in Exhibit B and in accordance with this Agreement.

### 2.2. CHANGE ORDERS.

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost of or time required for the performance of this Agreement, Motorola and County will agree to an equitable adjustment in the Agreement price or performance schedule, or both, not to exceed the contract maximum specified in Section 3 of this agreement. Motorola is not obligated to comply with requested changes unless and until both parties execute a written change order. Change Order involving an increase or decrease in services will show the number of days to perform the work and the corresponding man-day rates. Before the Detailed Design Document is approved, at County’s request, Motorola will agree to a change order that

substitutes more current models of Equipment for the ordered Equipment; such change order will reflect any price adjustments.

### **2.3. ADDITIONAL PRODUCTS.**

Motorola guarantees that for five (5) years from System Acceptance, Customer and any Eligible Purchaser may purchase additional items of Equipment off this Agreement, in which case the terms and conditions set forth in this Agreement and the Software License Agreement shall apply. During the first year, the pricing for additional Equipment will remain firm, plus applicable freight charges; thereafter, for the remaining four (4) years, the pricing will be Motorola's published list price as shown in Exhibit E - Equipment Pricing, plus applicable freight charges.

### **2.4. ADDITIONAL SERVICES.**

Motorola agrees that for five (5) years from System Acceptance, County and any eligible Purchaser may purchase services related to the additional purchase of Equipment. The parties will negotiate in good faith the description and pricing of such services at the time of that transaction and, to the extent applicable to the transaction, jointly develop system descriptions, equipment lists, statements of work, acceptance test plans, and such other documents as are reasonable and appropriate for the particular transaction.

### **2.5. PARTS.**

Motorola guarantees to County to have applicable parts for Motorola manufactured Equipment available for five (5) years and seven (7) years from the date of last manufacture for subscriber equipment and fixed infrastructure equipment, respectively; County and any Eligible Purchaser may purchase additional parts for Motorola manufactured Equipment at the published list price less applicable discounts (plus applicable freight charges); the methodology for ordering additional parts, delivery times, and applicable terms will be Motorola's then standard provision.

### **2.6. ORDERS OF ADDITIONAL EQUIPMENT OR SERVICES.**

Each subsequent purchase off this Agreement will be a separate transaction. Payment terms for the purchase of additional Equipment or parts shall be net 30 days from the date of invoice as shipped or as otherwise agreed. Payment terms for the purchase of additional Services will be net 30 days from the date of invoice as performed or as otherwise agreed. Notwithstanding the above, if the purchase is being made by a non-governmental Eligible Purchaser, Motorola shall have the right to review and approve the credit standing of such non-governmental Eligible Purchaser and to amend reasonably the payment terms for such purchases. If County or any Eligible Purchaser wishes to purchase additional Equipment or additional Services off this Agreement as permitted in Sections 2.4 and 2.5 above, it must issue a purchase order or similar purchasing document that specifically states:

*"This purchase is made pursuant to Section 2 of Exhibit A of the Agreement between Motorola and San Mateo County commencing January 1, 2009. By issuing this purchase order, issuer agrees that the applicable provisions, terms, and conditions of the Agreement, as well as the Software License Agreement (Attachment 4) to the Agreement, govern this purchase."*

### **2.7. MAINTENANCE SERVICE.**

During the first year after System Acceptance, maintenance services and software support are provided pursuant to the terms of this Agreement, and all Exhibits and Attachments incorporated herein. Such services are included in the "Amount Not To Exceed" cost. After

the first year following System Acceptance, County may purchase maintenance services and software support for the Communications System pursuant to a separately executed Service Agreement and Software Subscription Agreement.

**2.8. MOTOROLA SOFTWARE.**

Any Motorola Software furnished will be licensed to County solely according to the terms and restrictions of the Software license Agreement attached as Attachment 4. County hereby accepts all of the terms and restrictions of the Software License Agreement.

**2.9. NON-MOTOROLA SOFTWARE.**

Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.

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# EXHIBIT B

# STATEMENT OF WORK

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND MOTOROLA, INC.

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## 1. SYSTEM DESCRIPTION.

The P25 Radio System Upgrade is Motorola's ASTRO 25 Trunking Integrated Voice and Data platform system. This radio system platform is an IP based architecture communication system that is ANSI/EIA/TIA-102 compliant. It will provide a flexible interoperable communication offering for all agencies within San Mateo County, along with other Bay Area counties, cities and state agencies. Using the 700 MHz and 800 MHz spectrum this system features Integrated Digital Voice and Data, and optional High-Performance-Data with the capability for very high-speed and wide-band mobile data offerings.

With the implementation of this ASTRO 25 system platform, San Mateo County will envelop the latest radio system platform on the market today. With continuing upgrades, expansion capabilities and enhancement program features offered by Motorola the ASTRO 25 system platform as a P25 Radio Communications System will serve the community well into the future.

A detailed System Description is included with Motorola's proposal (RFP#1214) provides details on the equipment implemented under this scope.

## 2. GENERAL INFORMATION.

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of the Project 25 700 MHz Project 25 Radio Communications System upgrade for the San Mateo County (County).

Deviations and changes to this SOW are subject to mutual agreement between Motorola and County and will be addressed in accordance with the Change provisions of the Contract.

## 3. STATEMENT OF WORK OVERVIEW.

The following major subsystems are included as components of the Project Statement of Work:

- ◆ Project 25 SmartZone Master Site System
- ◆ SmartX Integration of T-Band SmartZone 4.1 System
- ◆ Console Dispatch System Upgrades

**Note:** Unless otherwise indicated from the context in which it is used, the word "system" will be used herein to refer to the compilation of the foregoing subsystems, interfaces and ancillary systems.

#### **4. SYSTEM IMPLEMENTATION OVERVIEW.**

Motorola's will provide systems integration and implementation services to deploy a fully functional communications system for all agencies within San Mateo County, along with other Bay Area counties, cities and state agencies. Motorola's experience as a Systems Integrator, deploying large and complex communication and software systems, will provide a smooth system implementation and cutover to the new communications system. This SOW specifically addresses the implementation of County's Project 25 upgrade.

This project represents the first phase of a multi-phase implementation of a 700 MHz Project 25 network, with integration to the City of San Francisco's Project 25 Master Site.

Motorola provides a phased approach to system implementation, with the following Phases:

- ◆ Project Initiation and Kick Off
- ◆ Design Review
- ◆ Site Audits and Civil Review
- ◆ Order Processing, Manufacturing & Factory Testing
- ◆ Installation and Upgrades
- ◆ Systems Integration & Optimization
- ◆ Acceptance Testing
- ◆ Training
- ◆ Cutover
- ◆ Project Finalization
- ◆ Warranty Support

Motorola has provided a preliminary design as a part of its proposal, which serves as a baseline for the Design Review. The Design Review encompasses the design finalization of the major subsystems, such as finalization of the site space and power requirements, Acceptance Test Plans, and Cutover Plan. Motorola will work closely with County to develop a detailed Cutover Plan to transition to the new communications system. At the end of the Design Review phase, detailed Design Documents will be provided to County.

While the Design Review progresses, Motorola will work in parallel to perform site audits, identifying any site issues associated with the implementation of the new system.

Factory staging of the radio infrastructure at Motorola's Customer Center for Solutions Integration (CCSi) in Schaumburg, Illinois follows equipment manufacturing. Factory staging provides for initial assembly and testing of all Motorola manufactured radio system components. The Project 25 Master Site and SmartX Subsystem will be staged at CCSi. This approach allows the system to be configured as closely as possible to its final configuration during factory staging. Factory staging will allow testing of the functional capabilities of the communications system. This process will allow County to witness factory testing in a controlled environment, as well as provide a smooth and easy field installation.

Motorola's local implementation team will install and optimize the communications system at sites determined by County as staged at CCSi. Motorola's implementation includes the integration of all proposed subsystems to provide an end-to-end solution.

To close the loop between proposed functionality with the deployed system, Motorola will execute Acceptance Testing according to an Acceptance Test Plan (ATP). The ATP includes Functional Performance Tests. No coverage testing of the existing system is included in this Agreement.

Following Functional Acceptance Testing, Motorola and County will begin the cutover to the new system. Motorola will provide just-in-time training, scheduled in coordination with County and the cutover schedule, to ensure a smooth transition to the communications system.

The final steps to full system implementation are delivery of system documentation, punch list resolution, and final acceptance. The project team and the post-acceptance service team will work with County during this phase, to ensure a smooth transition to post acceptance support period. Data and Voice will have separate acceptance criteria and will enter the warranty period based on acceptance of that subsystem and beneficial use of the system.

## **5. DETAILED DESCRIPTION OF WORK.**

The work required by this SOW is divided up into the following tasks: Title, Objective, Task Description, Motorola and County Responsibilities and Completion Criteria, including project Deliverable(s). The scheduled dates of tasks are depicted in the attached Exhibit B-1 Preliminary Project Schedule (dated 10/28/2008).

## **6. GENERAL PROJECT RESPONSIBILITIES.**

The following general project responsibilities, not defined by specific tasks, include:

### **6.1. Motorola Responsibilities**

Motorola will designate a Project Manager who will direct Motorola's efforts and serve as the primary point of contact for County. The Motorola Project Manager will have significant authority to make certain decisions relative to the project, on behalf of Motorola, and will have direct access to Motorola's executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the Motorola Project Manager include:

- Participate with County in progress review meetings once a month and submit status reports that identify the activities of the previous review period, as well as activities planned for the upcoming review period, including an updated Project Schedule. Maintain project communications with County Project Manager.
- Maintain project communications with County Project Manager, and project team members. Motorola will provide a record of correspondence as part of the progress reports provided prior to each progress meeting.
- Maintain a documentation schedule that identifies and shows the status of documents to be transmitted for review during the next two reporting periods.
- Participate in weekly conference calls or face-to-face meetings and issue a mutually agreed upon agenda for each call or meeting.
- Manage the efforts of Motorola staff and coordinate Motorola activities with County project team members.
- Measure, evaluate and report the progress against the Project Schedule.
- Resolve deviations from the Project Schedule.
- Monitoring and management of risks via Risk Management Plan.
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.
- Assume accountability for all Motorola contractor and subcontractor supplied tasks within the Project Schedule.
- Coordinate and oversee the installation of all licensed Motorola application software.
- Review and administer change control procedures through the County Project Manager, commonly referenced as a "Project Change Request" (PCR), issued by the Motorola Project Manager.
- Provide timely responses to issues related to project progress raised by the County Project Manager.

- Work with County Project Manager in designing and approving the format of an action item log to be used in conjunction with the Project Schedule. The purpose of the log is to identify outstanding issues, provide continual status updates on specific tasks and to identify responsibilities of the parties.
- Prepare and submit a monthly status report that identifies the activities and milestones completed in the previous month and activities planned for the current month and the next month, including progress and payment milestones, and an updated Project Schedule.
- In the event that Motorola must replace or substitute a Project Manager, Motorola will immediately notify County of such a change and will provide County with a résumé of the person Motorola intends to substitute or change.

## 6.2 County Responsibilities

The County will designate a Project Manager who will direct County efforts and serve as the primary point of contact for County. The County Project Manager will have significant authority to make certain decisions relative to the project, on behalf of County, and will have direct access to County executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the County Project Manager include:

- ◆ Maintain project communications with Motorola's Project Manager.
- ◆ Identify the efforts required of County staff to meet County task requirements and milestones in the Statement of Work and Project Schedule.
- ◆ Review the preliminary Project Schedule with Motorola's Project Manager and assist Motorola in developing a detailed Project Schedule defining the detailed tasks and a schedule of Motorola and County responsibilities.
- ◆ Measure and evaluate progress against the Project Schedule.
- ◆ Monitor the project to ensure that support resources are available as scheduled.
- ◆ Participate in weekly conference calls.
- ◆ Participate in Progress Reviews every month.
- ◆ Provide timely responses to issues related to project progress raised by Motorola's Project Manager.
- ◆ Liaison and coordinate with other Local, State, and Federal agencies, other governmental agencies and County vendors, contractors and common carriers.
- ◆ Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.
- ◆ Approve and release payments in a timely manner predicated on project deliverables.
- ◆ Ensure that all appropriate County personnel attend and actively participate in Progress Reviews, conference calls, and other project meetings.
- ◆ Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one system administrator.
- ◆ Ensure acceptable Standard Change Request and Approval Letter(s) are approved by authorized signature(s).
- ◆ Work with Motorola personnel in designing and approving the format of an action item log to be used in conjunction with the project schedule. The purpose of the log is to



identify outstanding issues, provide continual status updates on specific tasks and to identify responsibilities of the parties.

- ◆ Provide building access to Motorola personnel, who have been pre-screened by County, to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Motorola personnel if required for access to County facilities. Access must be available after business hours where required by Motorola, or as necessary to meet the project schedule. After hours access will be provided with escort by County employee.
- ◆ Provide any required parking permits to Motorola personnel for restricted access entry and/or parking.
- ◆ Obtain all FCC, zoning, site access, and other permits (including, but not limited to, easements, impact studies, planning commission approval, variances, etc) necessary for this project and any other agreements required to gain use of sites.
- ◆ Provide the appropriate fire inspection and building inspection certificates.
- ◆ Provide adequate space, electrical, HVAC, communications lines and environmental appropriations for the Communications equipment to be installed by Motorola.
- ◆ Provide sites that meet Motorola’s R56 Site Standards.
- ◆ Provide all travel accommodations for visits to Factory Testing.
- ◆ Provide a location to ship and store all communications equipment throughout the duration of the project
- ◆ Review and approve or revise delivered design documents within ten days of submission.

**6.3 Contract Initiation - Kickoff Meeting and Initiation Activities**

The project will be initiated with a Project Kickoff meeting including key County and Motorola project participants. The objectives of the Kickoff meeting include:

- ◆ Introduce and exchange contact information of all project participants.
- ◆ Review roles of key participants and project review procedures.
- ◆ Establish a clear chain of communication and authority.
- ◆ Review overall project scope and objectives.
- ◆ Review resource and scheduling requirements.
- ◆ Review preliminary project schedule with County.

During the Project Initiation phase, Motorola will review and work with County to finalize the following project processes and procedures:

- ◆ Detailed Project Schedule
- ◆ Risk Management Plan
- ◆ Change Control Plan
- ◆ Issues Document and Action Item Log

**6.3.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
Initiate the County’s Project 25 upgrade project with a Kick Off Meeting.	Motorola and County	Documented project personnel names, responsibilities, contacts, and project review procedures

* Begin creating Risk Management Plan	Motorola	Initial Risk Management Plan
Define format of the Issues and Action Item Log.	Motorola	Initial Issues and Action Item Log
Review change control procedures with County Project Manager.	Motorola	Initial Change Control Plan
Work with Motorola personnel in finalizing and approving the Change Control Plan.	County	Approved Initial Change Control Plan
Provide current system documentation.	County	Existing System Documentation

*\* In accordance with Project Management best practices, Motorola and San Mateo County will jointly develop a Risk Management plan for the project. Motorola will jointly identify the potential risk of the project implementation and identify risk mitigation plans. The Risk Management Plan is a living document, which will be reviewed and updated on a periodic basis as the project progresses. Generally accepted Project Management practices indicate that this approach minimizes the potential for undesirable events that negatively impact the project.*

### 6.3.2 Completion Criteria

This task is considered complete when the Project Kickoff Session has been held with Motorola and County representatives in attendance and project scope, schedules, procedures, roles and responsibilities are documented and agreed upon within ten (10) calendar days of the Project Kickoff Meeting.

## 7. DESIGN REVIEW.

County and Motorola will conduct a design reviews for both the P25 migration as defined by the project schedule. Completion of the Design Review will trigger the ordering and manufacturing of equipment for the Master Site.

### 7.2 ASTRO 25 Migration Design Review

County and Motorola will review County's Project 25 upgrade design through analysis of the system functionality, interface requirements, and end-user requirements, as mutually agreed between Motorola and County. Motorola will present design documents. Design Review tasks and responsibilities are described in greater detail in the following sections of this SOW. Draft and Final versions of documents will be provided to County for review and approval that will finalize the design review process. Motorola and County deliverables and responsibilities are defined in the Responsibility Matrix below.

#### 7.2.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Site surveys will be conducted at each site where new or upgraded equipment will be installed.	Motorola and County	Site Surveys

Scope	Responsibility	Deliverable
<p>Throughput Analysis:</p> <p>Motorola will evaluate the performance of the existing system and the talkgroup load profile of each user group to determine the number of channels required on to migrate users to the P25 system while maintaining the grade of service on the existing SmartZone 3.0 system.</p> <p>County will provide access to system statistics and fleetmapping information required to execute the capacity analyses.</p>	Motorola and County	Capacity Analysis
<p>A cutover plan will be developed.</p> <p>County will provide existing system and user information, such as shift information and specific vehicle information which must be taken in to account to develop a Cutover plan</p>	Motorola and County	Cutover Plan
<p>Motorola and County will finalize the project implementation schedule.</p>	Motorola and County	Project Schedule
<p>The System Acceptance Test Plan will be reviewed.</p>	Motorola	Acceptance Test Plan
<p>Motorola will deliver a Design Document that reflects changes in design and scope, as well as definition of details determined during the Design Review.</p> <p>Motorola will update the equipment list as necessary to accommodate the specifics of the Design Review.</p> <p>Motorola will update the System Description to reflect changes in the system design.</p> <p>Motorola will update the system drawings and documentation to reflect changes in the system design.</p> <p>Motorola will update the SOW to reflect changes in the implementation scope.</p> <p>Motorola and County will finalize the implementation schedule.</p> <p>Motorola will submit a final Design Document to County through the change order process. This document will be baselined by the System Description, SOW, Project Schedule, and other documentation provided prior to contract approval.</p>	Motorola	<p>Equipment List</p> <p>System Description</p> <p>System Drawings</p> <p>Statement of Work</p> <p>Project Schedule</p> <p>Change Orders (as necessary)</p>
<p>County will review the work performed by Motorola and sign an approval document for the Design Review</p>	County	Approval Statement

### 7.2.2 Completion Criteria

This task is considered complete when the Design Review deliverables have been approved by County and an Acceptance Certificate has been signed by County and Motorola.

### 7.3 Site Survey/Preparation

Site inspections will be conducted during this phase of the project. All equipment locations will be audited for Site Ready purposes and Motorola will prepare a Site Audit Report for each location. Where Motorola is providing civil work, Motorola will implement facilities that meet the Site Readiness / R56 requirements. Site surveys are executed as an integral part of installation preparation. This section addresses the facilities where County is responsible for Site Readiness.

#### 7.3.1 Responsibility Matrix

Scope	Responsibility	Deliverable
<p>Site Access:</p> <p>County will assure site access to inspect equipment installation sites, finalize equipment locations and determine if any course of action is necessary to handle installation constraints.</p> <p>County will provide existing site and system drawings as available.</p>	County	Site Access And Existing System Documentation
<p>Site Readiness Audits:</p> <p>Motorola will perform a R56 site audit to verify site readiness.</p> <p>Motorola will prepare a report that includes recommendations detailing site preparation required to provide a suitable environment for installation of the equipment. This report will become part of the final system documentation.</p>	Motorola	Site Audit Reports
<p>County will prepare all sites for the equipment implementation, based on the recommendations in the Site Walk Reports, unless provided by Motorola as part of this proposal.</p>	County	County Sites Meeting Site Readiness Conditions
<p>County will provide any permits and licenses that are identified for the system.</p>	County	Approved Licenses and Permits

#### 7.3.2 Completion Criteria

This phase is considered complete when all necessary site improvements have been implemented by County and verified as complete.

### 7.4 Develop Cutover Plan

The implementation of the Project 25 upgrade will require a detailed cutover plan for a smooth transition of the existing system components into an integrated network with the new equipment.

### 7.4.1 Responsibility Matrix

Scope	Responsibility	Deliverable
County of will provide existing system and user information, such as specific vehicle information which must be taken in to account to develop a detailed cutover plan	County	Existing System and User Information
The Project 25 upgrade cutover plan will be developed. The plans will take in to account the need to minimize the impact to users migrating to the new and upgraded systems. The cutover plan will include detailed rollback/fallback plans for applicable portions of the Cutover Plan	Motorola	Cutover Plans
The Cutover Plan will establish a clear Response Plan to address issues that may arise during implementation that impact system operations. The Response Plan will include identifying specific Escalation process, specific Motorola resources that will be required and available, specific points of contact and other related items.	Motorola and the County	Response Plan

### 7.4.2 Completion Criteria

This task is considered complete upon approval of the Project 25 upgrade cutover plan.

## 7.5 Finalize Project Schedule

The objective of this task is to finalize the preliminary Project Schedule contained in the initial contract based upon the requirements identified and the associated project objectives, plans, schedules, approvals, priorities and inter-dependencies among tasks. The Project Schedule will be finalized through the change order process and mutually agreed upon between the parties. The resulting document defines the specific project tasks to be completed and documents the final Project Schedule for each subsystem to be implemented.

### 7.5.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Review with County personnel the identified implementation tasks, priorities, inter-dependencies and other requirements needed to establish the final Project Schedule	Motorola	Project Schedule Review
Analyze with Motorola project personnel the identified requirements and make such implementation decisions as are reasonably required to finalize the Project Schedule	County	Project Schedule Review

Scope	Responsibility	Deliverable
Prepare the final Project Schedule document and deliver it to County. Review the Project Schedule with County personnel and make changes and/or corrections that are mutually agreed upon through the change order process	Motorola	Project Schedule Finalization
Review the final Project Schedule and identify in writing any specific deficiencies.	County	Project Schedule Approval

### 7.5.2 Completion Criteria

This task is considered complete upon mutual agreement of the parties to implement in accordance with the final project schedule. This final Project Schedule will become the governing Project Schedule incorporated into the contract, but is subject to change upon mutual agreement of the parties.

## 7.6 Finalize Hardware and Fixed Equipment Design Requirements

Motorola will present design materials and the design approach of the Fixed Equipment during the Design Review. Motorola and County deliverables and responsibilities are defined in the Responsibility Matrix below.

### 7.6.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Motorola and County will review the coverage and site location requirements as proposed.	Motorola and County	Agreement of site location and configuration
Site Acquisition Floor space and Tower space have to be secured for the equipment sites.	County	Lease or agreements to use the site and tower. Identification of floor space available and tower space available for County equipment
Building and Other permits to install antennas for equipment sites.	County	Permits and guidelines/limitations to install antennas and supporting equipment

## 7.7 Acceptance Test Procedures

Motorola will review the Acceptance Test Procedures (ATP) to provide an understanding of procedures used for testing the functionality and performance of the system. The ATP establishes a framework for County system acceptance. The tests will validate the functional performance of the system.

An ATP will be finalized for County's Project 25 upgrade project as a part of the design review process. The ATP includes the acceptance criteria to ensure the equipment operates in accordance with the specifications identified in the contract.

### 7.7.1 Responsibility Matrix

Scope	Responsibility	Deliverable
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Scope	Responsibility	Deliverable
<p>Work with County in finalizing the ATPs.</p> <p>Review the overall approach to testing including hardware, software and final system acceptance criteria.</p> <p>The review will be based on the Acceptance Test Plan included with this proposal.</p>	Motorola	Review ATPs and Methodology
<p>Work with Motorola in finalizing the ATPs, using the ATPs submitted with this proposal as a baseline.</p> <p>Provide related information requested by Motorola to assist Motorola in completing the ATP.</p> <p>Review the baseline ATP document and identify in writing any specific deficiencies found within ten (10) days.</p>	County	Review ATPs, provide written information and feedback
Submit a final ATP document to County for approval.	Motorola	Final ATPs
Review and approve the final ATP.	County	Approval of Final ATPs

**7.7.2 Completion Criteria:**

This task is considered complete upon County acceptance and approval of the ATP.

**8. ORDER PROCESSING**

**8.2 Description**

Motorola will place factory orders for the system hardware that is being purchased for the communications system. Motorola will place orders for required third-party equipment and execute major subcontracts.

**8.2.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
Factory orders placed for all Motorola manufactured equipment	Motorola	Orders for Motorola manufactured equipment
Order placed for all third-party equipment	Motorola	Third-Party Equipment Orders
Motorola will execute major subcontracts	Motorola	Subcontracts in place

**8.2.2 Completion Criteria**

This phase is considered complete when all equipment orders have been placed.

## 9. MANUFACTURING AND FACTORY TESTING.

### 9.1 Description

During this phase of the project, all equipment for County's Project 25 upgrade is manufactured, the system is Factory Staged, and shipped.

### 9.2 Completion Criteria

This phase is considered complete when Manufacturing and Development, Template Development, and Factory Staging are complete and approved by County.

## 10. MANUFACTURING.

### 10.1 Description

The Manufacturing activities commence after order processing.

#### 10.1.2 Responsibility Matrix

Scope	Responsibility	Deliverable
Manufacture equipment and track third-party equipment orders.	Motorola	Communications System Hardware

## 11. TEMPLATE DEVELOPMENT.

### 11.1 Description

Equipment programming and configurations are defined during the activity of Template Development. Equipment programming and configurations will be determined as defined in the responsibility matrix below.

The County and Motorola will review County's Project 25 upgrade operational requirements and the impact of those requirements to various equipment configurations.

#### 11.1.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Motorola will provide technical information to County to aid in determining equipment configurations and programming requirements.	Motorola	Standard Configuration and Programming Documentation
County will finalize the equipment configurations requirements.	County	Configuration Requirements
Motorola will develop templates for the following system components: ASTRO® 25 Master Site Equipment and CENTRACOM Gold Elite System	Motorola	Templates



Scope	Responsibility	Deliverable
Motorola will provide and review templates and configuration detail as defined by County requirements, for County approval.	Motorola	Template and Configuration Documentation
County will review the work performed by Motorola and sign an approval document.	County	Written Programming Template and Configuration Approval Statement

### 11.1.2 Completion Criteria

This task is considered complete when County has reviewed and approved the template and configuration documents.

## 11.2 Factory Testing

### 11.2.1 Description

The radio system manufacturing is followed by staging the radio infrastructure at CCSi. Staging includes assembly and testing of all major radio system components. The system will be configured as it will in the field for this Factory Testing, which will exercise the functional capabilities of the communications system. This process will allow County personnel to witness factory testing in a controlled environment, as well as providing for a smooth and easy installation in the field. Motorola will perform end-to-end system testing, with equipment available for staging.

The ASTRO 25 Master site and SmartX convertors will be staged according to the project schedule.

#### 11.2.1.1 Responsibility Matrix

Scope	Responsibility	Deliverable
<p>Functional Performance Testing: Motorola will perform a Functional Performance Test in order to verify the functionality of the communications system.</p> <p>The Functional Performance Test will include the following:</p> <ul style="list-style-type: none"> <li>◆ Physical inspection;</li> <li>◆ Thorough exercise of the hardware and software;</li> <li>◆ Testing of the voice communications features;</li> <li>◆ Verification of device and system recovery from failures.</li> </ul>	Motorola	Functional Performance Tests
County will sign written acceptance documents at the successful completion of the Factory Acceptance Testing Period.	County	Written Approvals of Factory Acceptance Test

### 11.2.1.2 Completion Criteria

This task is considered complete when County signs a certificate of acceptance of the Factory Acceptance Test.

## **12. SITE PREPARATION.**

Motorola will begin work at a site only after mutual agreement by County and Motorola that the site is deemed ready. At a minimum, Site Ready requires a site to have adequate room in an existing building or shelter to accommodate the equipment to be installed, and electrical service and internal distribution in place. In addition, network testing must have been satisfactorily completed.

Sites are required to meet or exceed the requirements as defined in the Motorola document "Fixed Network Equipment Installations" ("R56 Standard"). Detailed Site Ready audits will be performed by Motorola after contract execution. Motorola will provide a detailed site report identifying any site deficiencies. All site upgrades not identified in this document specifically as a Motorola deliverable are the responsibility of County.

County may elect to contract with Motorola to perform necessary site upgrades, perform the upgrades itself, or utilize the services of a third party subcontractor. Site requirements must be met before Motorola will begin installation of system equipment. County will be responsible for any project delay costs if sites do not meet the site ready condition within the time required by the project schedule.

The following is a list of some, but not all, of the specific site ready requirements for this project.

### **12.1 Single Point Grounding**

*Requirement* - The single point ground system is comprised of both internal and external components, which are bonded together, along with all other grounds at the site, to form the overall site grounding system.

*Internal* - County shall provide a single point ground system to be used on all fixed equipment supplied under this contract. The ground system must include an internal master ground point, and sub-system ground points when applicable, located within (3) feet of the Motorola supplied equipment.

*External* - County shall provide an external grounding electrode system that is designed and installed in accordance to the document "Standards and Guidelines for Communications Sites - R56. The grounding electrode system shall have a design goal of 5 ohms or less and shall be met whenever possible and/or practical. The grounding electrode system shall include an interconnection to all other grounding electrode systems and utility grounds at the site.

### **12.2 Transient Voltage Surge Suppression**

*Requirement* - Transient voltage surge suppression for telephone circuits, AC power, radio frequency (RF) cabling, and all other applicable external connections and utilities are required to meet or exceed the Motorola document "Standards and Guidelines for Communications Sites - R56".

### 12.3 Electrical

Requirement - Sites must have electrical service and electrical wiring that meets all applicable County, county, state, and National Electrical Codes (NEC) requirements.

### 12.4 Equipment Space

Requirement - Sites must have sufficient floor and desk space for the Motorola supplied equipment as identified in the approved equipment installation location document.

### 12.5 Environmental Conditions

Requirement - Sites must have adequate environmental controls to meet the heating, ventilation, cooling, and humidity requirements for all equipment that will be installed at the site.

### 12.6 Earthquake Bracing

Requirement – County shall supply, as required, building modifications to accommodate earthquake bracing to meet all applicable County, county, state or national requirements.

### 12.7 Site Access

Requirement – County shall provide site access for scheduled site walks, installation, optimization, system troubleshooting and completion of ATP. County shall use its best efforts to provide site access including transportation to sites that are not accessible by regular four-wheel drive vehicles. County shall be responsible for coordinating and scheduling with the Motorola Project Manager access to sites not directly controlled by County.

## **13. INSTALLATION OF FIXED NETWORK EQUIPMENT (FNE).**

### 13.1 Description

Installation of the Fixed Network Equipment (FNE) consists of the radio communications infrastructure and computer equipment at the dispatch and control centers. All installations are assumed to be performed during standard business hours, Monday through Friday 8:00 AM – 5:00 PM.

The P25 migration installations will occur in accordance with the Project Schedule. Separate acceptance certificates will be signed for voice and data, allowing the next phase to be implemented as appropriate based upon the project schedule.

#### 13.1.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Site Ready: ◆ County will prepare the site for equipment installations, resolving any site deficiencies identified in the Site Audit Reports. Sites will be ready according to the project	County	Sites Meeting Site Preparation Requirements for Installation

Scope	Responsibility	Deliverable
schedule for equipment installation.		
<p>General Installation Responsibilities</p> <ul style="list-style-type: none"> <li>◆ Motorola will install the new system equipment that is provided in the equipment list.</li> <li>◆ Motorola will ground and bond the site equipment to the ground system, in accordance with the R56 site installation standards.</li> <li>◆ Motorola will remove and dispose of any debris that is a result of the project activities from the site.</li> <li>◆ Motorola will create “As Built” documentation of the prime site installation for inclusion in the final project documentation</li> </ul>	Motorola	New Equipment Installations per Motorola’s Site Quality Standards
<p>Master Site Installation:  Motorola will install the new Master Site in the equipment room at the COB2.  Motorola will install the SmartX site converters at the Master Site location. Motorola will interface the existing RF sites to the SmartX converters.  Following cutover, Motorola will remove the SmartZone 4.1 Master site and place it in a County designated location.</p>	Motorola	Radio System Installation Audit
<p>Console Upgrades  Motorola will upgrade the following existing equipment for Project 25 operation  Central Electronics Banks  Console Operator Positions</p>	Motorola	Upgrade of existing console system equipment
<p>Motorola will remove the existing equipment being removed from service, as defined during the design review and place in County designated location.</p>	Motorola	Decommissioned Equipment removals
<p>County will sign installation acceptance certificates after inspection and check out of FNE on a site-by-site, system-by-system, phase by phase basis.</p>	County	Signed Installation Acceptance Documents

### 13.1.2 Completion Criteria

For each phase, this task is considered complete when County reviews FNE installations with Motorola and approves by signing the installation check sheets. In

addition, Motorola and County will verify the that the equipment successfully powers up. For each defined project phase, the installation of each FNE subsystem must be completed for this phase of the project to be considered complete.

**14. SUBSCRIBER EQUIPMENT INSTALLATION.**

**14.1 Description**

No subscriber equipment or services are included in Motorola’s base offering to County,

**15. SYSTEMS INTEGRATION AND OPTIMIZATION.**

**15.1 Description**

An integration and optimization phase will occur for each of the four define project phases.

During the integration and optimization, Motorola will configure, optimize, and program all system equipment. Motorola will integrate all of the Motorola provided subsystems, as well as integrate County provided subsystems into the communications system based on demarcation points defined in the SOW or during the Design Review. Motorola technologist(s) will be onsite for this phase and will prepare the system for acceptance testing.

The Motorola Technologist will maintain a punch list of items that need resolution. County will be responsible for directing the activities of non-Motorola subcontractors and supporting agencies. County is also responsible to coordinate all on-site integration activities including assistance to Motorola for system testing requiring participation from non-Motorola subcontractors.

Motorola and County will each ensure that any of their subcontractors perform in accordance with the implementation schedule.

Scope	Responsibility	Deliverable
Provide and install all communication lines and equipment that are not Motorola provided deliverables. Provide all required liaison support with the agencies and vendors required to support the solution Ensure that the necessary technical support is made available for installation and testing with third party vendors and interfaces	County	County Provided Equipment and Interfaces Required for Integration
Install, integrate and test the hardware, software and interfaces as specified in the contract.	Motorola	Installation and Integration of Equipment
Maintain a punch list of items that need resolution Manage the resolution of punch list items.	Motorola	Punch list Resolution

## 15.2 Completion Criteria

This task is considered complete when the system is ready for acceptance testing.

## 16. ACCEPTANCE TESTING.

### 16.1 Description

Motorola proposes a multi-level acceptance testing procedure. This process provides multiple checkpoints for County to oversee the overall progress that is being made as the communications system implementation progresses. This testing is composed of Equipment Installation Acceptance, Functional Acceptance Tests. All test will be reviewed and approved by County during the Design Review task.

### 16.2 Equipment Installation Acceptance

#### 16.2.1 Description

Equipment installations will be inspected to ensure adherence to quality standards. Equipment installation acceptance will occur on a site-by-site, system-by-system basis.

#### 16.2.2 Responsibility Matrix

Scope	Responsibility	Deliverable
Control Site Installation Inspection	Motorola	Installation Inspection Audit
Fixed Equipment Subsystem Installation Inspections	Motorola	Installation Inspection Audit
Dispatch Site Installation Inspections	Motorola	Installation Inspection Audit

#### 16.2.3 Completion Criteria

This task is considered complete when the installation inspections are complete and signed off by County and Motorola.

### 16.3 Functional Tests

#### 16.3.1 Description

System Functional Acceptance Tests will be performed when the system optimization is complete. The Functional Acceptance Tests verify the functionality tested at Factory Testing. These tests will verify the system operation. Successful completion, with open items, will constitute system acceptance. Final Project Completion will be granted when all open items are closed. A complete list of Functional Acceptance Tests is included as an appendix to the functional system description.

If deficiencies are found during the testing, both the deficiencies and resolutions to the deficiencies shall be documented and agreed upon. If the documented deficiencies do not prevent productive operational use of the system, as determined by County then the test will be deemed complete. Motorola will, however, remain responsible for the resolution of the documented deficiencies using a punch list as a controlling document for resolution planning.

Any system testing that County wants performed that is not specified in the ATP section of this proposal must be reviewed by Motorola for feasibility and acceptability. Any additional tests may represent a change in the project's scope.

Upon completion of the acceptance testing, County will acknowledge system acceptance by signing the System Acceptance document per the terms of the contract.

**16.3.1.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
Motorola will perform functional ATPs for the communications system. During each test, test results will be recorded for review and approval of the test.	Motorola	Execution of Functional Acceptance Testing
Upon successful completion of each Acceptance test on a site-by-site and system-by-system level, County and Motorola will sign acceptance certificates documenting acceptance.	County	Written Approval of Successful Functional Acceptance Testing

**16.3.1.2 Completion Criteria**

This task is considered complete upon County approval and sign-off of the Equipment Installation Acceptance and Functional Tests.

The successful completion of all of the acceptance tests constitutes acceptance of the software and hardware provided by Motorola. Upon completion of this Acceptance Test Plan, County representatives participating in and observing the tests will sign off on the ATP, signifying acceptance of the system. If no punch list items are identified during the acceptance testing process, and Motorola has completed all other project deliverables, County authorized signature will represent Final System Acceptance. If a punch list of unresolved issues is created as a result of the acceptance testing, Final System Acceptance will occur upon resolution of all items on the punch list.

**16.4 30-Day Reliability Test**

**16.4.1 Description**

A 30-day Reliability test will be conducted upon completion of the cutover and successful completion of the Coverage Acceptance Test. The 30-day test will provide an opportunity for the system to be exercised under load. A test procedure is included with the Acceptance Test Plans. See Exhibit B-2 "Thirty-Day Standalone Performance Test Plan" for a detailed description.

**16.4.1.1 Responsibility Matrix**

Task	Responsibility	Deliverable
Motorola will perform a 30-Day Reliability Test for the RCS. During	Motorola	Execution of 30-Day

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
each test, test results will be recorded for review and approval of the test.		Reliability Test
Upon successful completion of 60-day burn in test, County and Motorola will sign acceptance certificates documenting acceptance.	County	Written Approval of Successful 30-Day Reliability Testing

#### 16.4.1.2 Completion Criteria

This task is considered complete upon County approval and sign-off of the Equipment Installation Acceptance, Functional Test, and 30-Day Reliability Test.

The successful completion of the acceptance tests constitutes acceptance of the software and hardware provided by Motorola. Upon completion of this Acceptance Test Plan, San Mateo County representatives participating in and observing the tests will sign off on the ATP, signifying acceptance of the system. If no punchlist items are identified during the acceptance testing process, and Motorola has completed all other project deliverables, the San Mateo County authorized signature will represent Final System Acceptance. If a punchlist of unresolved issues is created as a result of the acceptance testing, Final System Acceptance will occur upon resolution of all items on the punchlist.

### 17. TRAINING.

The purpose of the Training Program is to provide County with a core set of technical training sessions that will ensure the successful integration of the system into daily fleet operations. Upon completion of the training program, County personnel will be able to operate and manage the system, enabling County to provide a smoother and more efficient operation of the system.

Motorola will conduct their standard training courses to thoroughly train County personnel on the use of the systems and County technical personnel on the operation and support of the system.

#### 17.1 Responsibility Matrix

<b>Scope</b>	<b>Responsibility</b>	<b>Deliverable</b>
Motorola will schedule the training classes defined in the training plan with County personnel and the training provider.	Motorola	Scheduled Training Classes
County will provide the facility for all scheduled training classes.	County	Training Facility
County will provide access to the system equipment required for training, as defined in the Training Plan.	County	Equipment for Training
Upon approval of Field Performance Tests, Motorola will provide training to designated personnel in accordance with the Training Plan.	Motorola	Deliver Training



## 17.2 Completion Criteria

This task is considered complete when the training has been delivered as described in the Training Plan.

## **18. CUTOVER TO NEW SYSTEM OPERATIONS.**

### 18.1 Description

Following the successful completion of the Functional Acceptance Tests, Motorola will begin cutover of the remainder of the users to the new communications system. This phase will follow the approved cutover plan. In developing the cutover plan, Motorola will work with County to develop a transition to the new system that minimizes the operational impact to County.

#### 18.1.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Motorola will review the communications system acceptance status, cutover plan, and schedule system cutover with County.	Motorola	Completed Cutover Checklist
County will confirm that the cutover plan and cutover planning for execution of the system cutover.	County	Written Approval of Cutover Check List
County contracts for subscriber installations must be consistent with the infrastructure project schedule.	County	Coordinated Subscriber Installations
Motorola and County will execute the cutover plan.	Motorola and County	Cutover to New System Operations
Where an existing system is being taken out of service, Motorola will reconfigure new equipment as necessary to delete access to the old equipment.	Motorola	Post Cutover Reconfiguration
Motorola will remove equipment being taken out of service.	Motorola	Equipment Removal

#### 18.1.2 Completion Criteria

This task is considered complete when users are fully cutover to operation on the new system.

## **19. SYSTEM DOCUMENTATION.**

Motorola provides documentation of the system configurations, physical installation, and system testing. Documentation is created and updated during the project. Electronic versions of custom documentation will be provided both in a viewable format and in the documents standard format.

### 19.1 Design Documentation

Motorola will create or update the following standard documents during the design phase:

- ◆ Documentation Index
- ◆ System description
- ◆ Deliverables list
- ◆ Site Planning and Preparation Manuals
- ◆ Block and level diagrams for system and sites
- ◆ Floor plans
- ◆ Radio Communication System Technical Data
- ◆ Coverage maps
  - Individual site maps
  - System composite coverage maps
- ◆ System Administrator Documentation
- ◆ Installation and Cutover Plan
- ◆ Acceptance test procedures
- ◆ Programming parameters
- ◆ Drawings

## **19.2 Factory Staging Documentation**

Motorola will create or update the following documents of system staging:

- ◆ Programming templates
- ◆ Interconnection drawings
- ◆ Interconnection charts
- ◆ Manufacturer's standard operator manuals
- ◆ Re-assembly instructions
- ◆ Interconnection cable description and inventory
- ◆ Printout of equipment parameters
- ◆ Inventory with serial numbers and installation reference
- ◆ Software/firmware version numbers
- ◆ Manufacturer's standard technical manuals

## **19.3 System Manual - "As-Built" Documentation**

Motorola will supply "as-built" documentation for the system. The documentation will consist of:

- ◆ Standard Equipment Manuals
- ◆ System drawings:
- ◆ Fixed Equipment Documentation
- ◆ Plan and elevation views of the equipment installation at the radio site
  - Equipment inter-cabling diagrams for each site
- ◆ Demarcation wiring lists
- ◆ Programming and level setting data sheets
- ◆ Equipment by site
  - Key access procedures
  - Site inventory lists
  - Remote sign-on procedures and passwords

- Software versions and equipment wiring by equipment site
- ◆ Radio Licenses
- ◆ Field ATP test sheets and results
- ◆ R56 site audit
- ◆ Maintenance Records
- ◆ Warranty information
- ◆ Service Provider

#### 19.4 Equipment Manuals

Motorola will provide equipment manuals covering both standard and optional features. The content of these manuals is standardized and may not be specific to County.

### 20. PROJECT FINALIZATION.

#### 20.1 Description

The finalization phase of the project consists of ensuring that all criteria for Final Project Completion have been met.

##### 20.1.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Motorola will resolve punch list items documented at System Acceptance	Motorola	Approved Punch list Resolution
Motorola will ensure that the criteria defined to transition the project to the Motorola Service Organization has been completed, including the development of a Customer Support Plan with County.	Motorola	Service Transition Certificate and Customer Support Plan
All documents listed in System Manual – “As Built” Documentation Section will be submitted, as they become ready.	Motorola	System Manual – “As Built” Documents
Final approvals of all System Manual – “As Built” Documents	County	Written Approval Statement(s)
County will acknowledge Final Project Completion upon completion of the criteria for Final Project Completion for the communications system.	County	Signed Final Acceptance Documents

##### 20.1.2 Completion Criteria

This task is considered complete when County and Motorola have signed the Final Project Completion certificate, representing the completion of the system and acknowledgement of system acceptance as described in the Acceptance Test Plan.

## **21. WARRANTY PERIOD.**

### **21.1 Description**

The services provided through the system warranty are delivered in this phase of the project.

#### **21.1.1 Responsibility Matrix**

<b>Scope</b>	<b>Responsibility</b>	<b>Deliverable</b>
Warranty Transition Certificate	Motorola & County	Agreed Warranty Start Date
Documented Customer Support Plan	Motorola & County	Agreed upon service procedures and expectations document

#### **21.1.2 Completion Criteria**

This task is considered complete when the warranty period expires.

## **22. SYSTEM PERFORMANCE.**

System Performance is composed of many elements, including system coverage, system traffic, and equipment performance. Motorola will be responsible for the performance of all equipment as provided by Motorola under this contract. County will assume responsibility for the performance of all other equipment necessary for completion of this project not provided by Motorola. Motorola's responsibilities for this project are further defined in the Project Schedule and in the Work Breakdown Structure (depicted in the Responsibility Matrices in this Statement of Work). Some of the system issues that can impact system performance are listed below with descriptions of Motorola and County responsibilities in those areas.

### **22.1 Equipment Performance**

The project implementation requires the integration of existing County equipment with equipment provided under this contract.

#### **Motorola Provided Equipment**

Motorola is responsible for the performance of all new Motorola provided hardware. This hardware must operate functionally as described in the System Description, when operating within environmental specifications and in an RF environment that complies with the Motorola R56 specification. When the hardware environment is outside of electromechanical and environmental specifications, performance is no longer guaranteed.

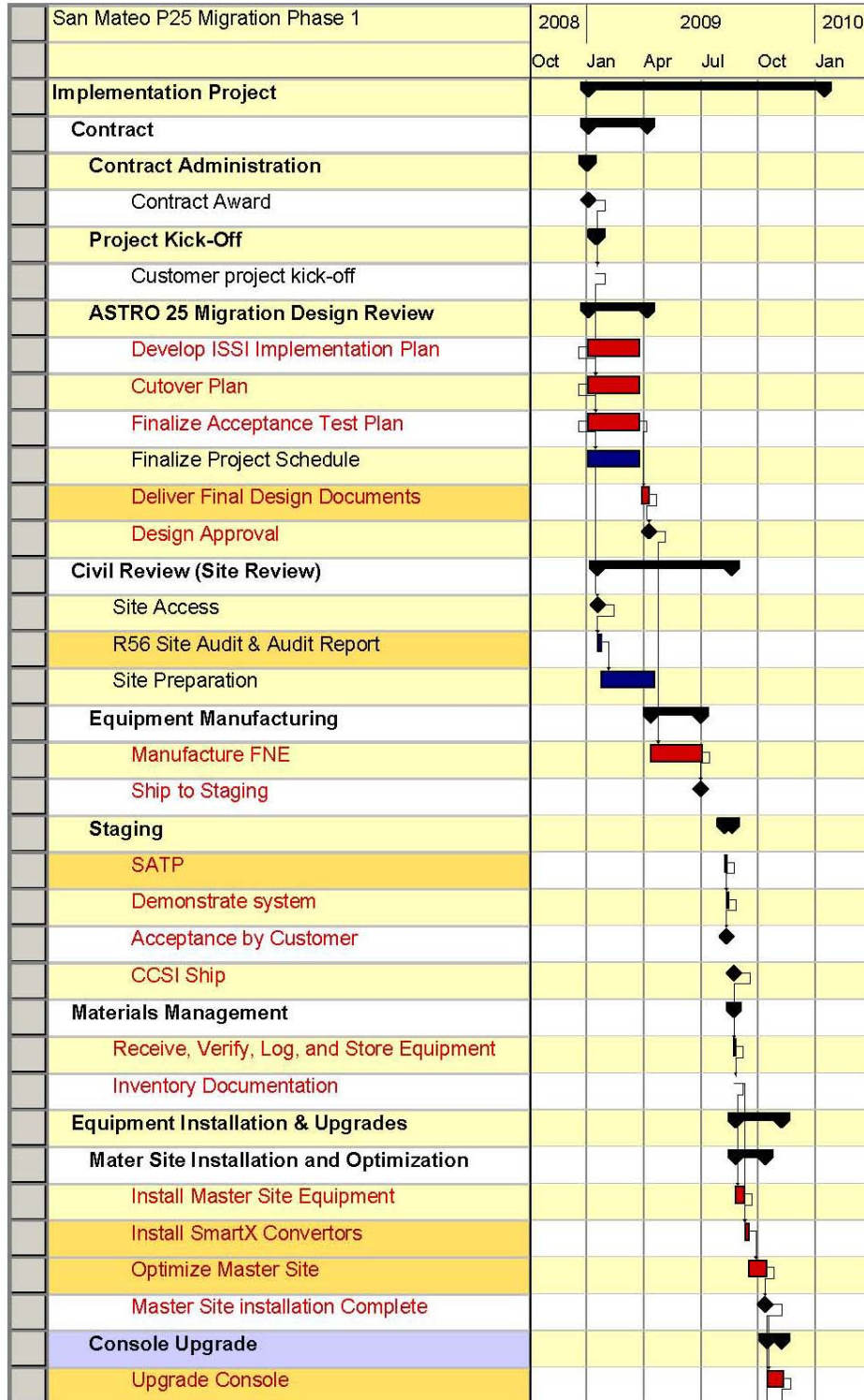
#### **County Provided Equipment**

County is responsible for the performance of all existing and County provided hardware that will be interfaced with or integrated into the various subsystem implementations for this project.

# EXHIBIT B-1

## PROJECT SCHEDULE (Dated: 12/04/2008)

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND MOTOROLA, INC.



	2008		2009				2010	
	Oct	Jan	Apr	Jul	Oct	Jan		
<b>San Mateo P25 Migration Phase 1</b>								
Console Installations Complete								◆
Installation Acceptance								◆
Optimization								◆
SmartX Optimization								◆
Optimize SmartX Interface to 4.1 System								■
Acceptance Test								◆
R-56 Audit								◆
R-56 Master Site								◆
R-56 Punchlist Resolution								■
Functional								◆
System ATP SmartX								◆
SATP Acceptance								◆
Training								◆
Perform Training								◆
Training Complete								◆
Finalize								◆
Resolve Punchlist								■
Transition Service/PTC								◆
Finalize Documentation								◆
Final Acceptance								◆

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# EXHIBIT B-2

## THIRTY-DAY STANDALONE PERFORMANCE TEST PLAN

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND MOTOROLA, INC.

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### 1. OVERVIEW.

This 30-day standalone performance test is designed to demonstrate the successful operation of the system over a period of time. The 30 day standalone test requires that the system must operate with all units which have been installed for 30 days without a major failure.

#### 1.1. Methodology of Testing.

##### 1.1.1. Evaluation Period.

The evaluation period for the Motorola provided equipment shall begin on the first calendar day following the completion of the Staging, Site, Coverage, and System Functional ATPs and shall run for a duration of 30 calendar days.

##### 1.1.2. Operational Fault.

An operational failure is defined as the following:

- A complete failure of a trunking site. This type of failure is defined as failsoft, or if a site becomes inoperable.
- Complete failure of redundant components which includes but is not limited to both CEB (Central Electronics Bank) timer modules, both CEB TIMI (Trunked Interface Modules), and an unrecoverable failure of any one or all Operator Positions where the cause is determined to be the new Motorola software or hardware. Failure of existing hardware will not be deemed an operational fault and will be addressed through County's standard maintenance procedures.
- More than 5% of either mobiles or portables exhibiting the same failure, due to the same cause, which shall be referred to as a "chronic failure".
- More than three operator positions exhibiting the same failure, due to the same cause, which shall be referred to as a "chronic failure".
- Intermittent, documented disruption to operations directly caused by the upgrade. To be defined as an intermittent disruption, the fault must have occurred at least twice. This includes but not limited to intermittent audio, erroneous alarm reports, irregularities in talk group and channel affiliation, and zone assignments.

##### 1.1.3. Other Faults.

Except as expressly listed in operational fault, any other defect is not an operational fault or Motorola's responsibility. For example, telephone link failures, non-Motorola supplied equipment or software failures, or anything beyond the Motorola defined demarcation points is the responsibility of the customer. Other Motorola components

that may fail during the evaluation period will be repaired under warranty at no charge to the customer, but shall not be an operational fault.

1.1.4. Operational Fault Identification Procedure.

If the customer perceives a fault, the customer has the responsibility for notifying Motorola within 12 hours of the fault. Motorola shall respond by phone within 2 hours (on site within 4 hours if required) of the initial contact to work with the customer to determine the cause of failure. The customer shall track and summarize all problem reports related to the System. If the failure is determined to be Motorola's, then Motorola will repair the fault at no charge to the customer, as defined by the equipment warranty.

Motorola's Operational Fault Testing Procedure will address both possible hardware and system software failures as identified and described in section 1.1.2. Major/Minor Operational Fault.

Motorola will use the Operational Fault Testing Procedure to determine the nature of the perceived fault.

1.1.5. Operational Fault Testing Procedure.

Motorola will use proven troubleshooting and test equipment procedures to verify the fault. Motorola will use the same equipment and procedures that were used to complete the testing and optimization of the system to verify the fault. Successful verification of the fault will result in the implementation of the Operational Fault Resolution Procedure.

1.1.6. Restart for Operational Fault.

In the event of a operational fault, the existing 30 day evaluation period will pause, and Motorola will implement the resolution and notify the customer when the resolution is complete, at which time the 30 day evaluation period will resume.

1.1.7. Successful Completion of the 30 day Period.

At the successful completion of the 30 day Operational Period, the System will be deemed to have been Finally Accepted, the warranty will begin retroactive to the beginning of the successful 30 day Operational Period. The customer will also issue the final payment milestone to Motorola at this time.

1.1.8. Equipment Failures During Test.

Any equipment that fails during the system ATP will be repaired at that time where possible and the test continued from that point. In the event a repair can't be made immediately, the customer will be notified of the scheduled repair time. The System Acceptance Testing will continue from the point the equipment failed.

In the event of a catastrophic system failure, the respective Program Managers of Motorola and the customer will negotiate the point at which the Acceptance Testing will resume.



## **1.2. Final System Acceptance.**

Upon Final Acceptance, the system will be available for beneficial use by the customer. When the system is available for beneficial use, the end users will be cutover to operate on the system.

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# EXHIBIT C

## MAINTENANCE AND PREVENTATIVE MAINTENANCE

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND MOTOROLA, INC.

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### 1.1 OVERVIEW.

Motorola will provide warranty services per Motorola's standard warranty terms and conditions as outlined within this Agreement, and Exhibit B - Statement of Work and Attachment 2. During this one-year warranty period Motorola will provide San Mateo County with Motorola's robust and comprehensive support service offering.

### 1.2 WARRANTY SERVICES.

#### 1.2.1 DISPATCH SERVICE.

The System Support Center's (SSC) Call Center Operations is the central point of contact for all County's technical customer service requests. Their function is to manage all calls so the request will be tracked and monitored from beginning to end, via the Case Management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of the County's Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case Management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure County's satisfaction and Motorola compliance to Motorola's contracted commitments.

Motorola will respond to fixed equipment failures within one hour through pre-determined communications defined in the Customer Support Plan. This response may be in the form of having the assigned Motorola MSS technician on site or a remote response through dial-up. Repairs will be performed in the most expeditious manner possible either remotely by the Motorola System Support Center, or locally by the assigned Motorola MSS technician utilizing a Field Replacement Unit (FRU). If it is determined that the necessary replacement unit is not available locally, it will be shipped overnight from our inventory at the Motorola System Support Center.

#### 1.2.2 NETWORK SECURITY MONITORING.

Network Security Monitoring includes:

- ◆ Network Monitoring
- ◆ Security Monitoring
- ◆ Pre-Tested Software Subscription (PTSS)

Each of these deliverables is described in detail below.

#### **1.2.2.1 Network Monitoring**

Motorola will remotely monitor the San Mateo County system from Schaumburg, Illinois at Motorola's System Support Center (SSC) where technologists electronically observe network performance and stability continuously 24 hours a day, 7 days a week. With all network variations, either expected or unexpected, a Motorola's technologist takes appropriate action to maximize network uptime and overall preparedness.

When the SSC detects an event, trained technologists acknowledge the event, run remote diagnostic routines, and initiate an appropriate response. Appropriate responses may include, but are not limited to, continued monitoring of the event for further development, attempts to restore the system remotely, or opening a "case" (an electronic service request) for dispatch of the local Motorola's MSS technician.

The SSC maintains regular contact with the on-site technician until the system is restored and the case is closed. Through extensive Case Management, the SSC continuously tracks and manages case activity from open to close through an automated case tracking process. Case Management allows Motorola to ensure timely resolution and provides a mechanism for performance and activity reports.

#### **1.2.2.2 Security Monitoring.**

The goal of network security monitoring is to maintain the integrity, availability, and accessibility of the San Mateo County system.

The combination of Network Monitoring and Security Monitoring provides the best protection for meeting that goal. The combined service provides all of the essential elements for rapid detection of security events, timely responses, and quick recovery. In the event of a security incident that threatens the radio network, the Network Operations Center (NOC) and Security Operations Center (SOC) teams working together can quickly identify the security issue, engage the world's security community if need be, work to contain the threat, and quickly begin remediation. Motorola's NOC and SOC are collocated, having visibility to the same case data and access to each other's escalation tiers with the ability to instantly share information to quickly identify and resolve issues.

Additionally, Motorola's NOC and SOC teams have visibility to hundreds of systems worldwide. The combination gives a view greater than the sum of the individual views. The combined network and security monitoring service leverages that combined view to bring radio network expertise and security expertise to bear. This tight coupling of NOC and SOC capabilities and expertise ensures rapid event detection and incident response.

Motorola's Network Security Monitoring Service provides security assurance by proactively managing the security elements present on the system to mitigate risk from viruses, worms, or attacks whether deliberate or inadvertent. This may include periodically deploying the latest release of pre-tested anti-virus definitions to the anti-virus management server and/or updating the intrusion detection sensor signature files on the network barrier. Motorola will also modify intrusion sensor settings and update firewall settings as determined by Motorola.

Motorola's ASTRO Network Security Monitoring is more than just ordinary Security Monitoring. While other security vendors can monitor firewalls and intrusion detection sensors, Motorola's ASTRO Network Security Monitoring goes further. Mission Critical systems need to be protected with a mission critical mentality and Motorola's service does that. We pre-test and certify security updates for anti-virus definitions and intrusion detection signature files before pushing them onto County's system. Motorola pretest and certify operating system patches so County can be assured that they are safe for deploying them on County's network. Motorola also monitor County system's Core Security Management Server, which logs systems events and County's authentication application to give Motorola a more complete view into County's system.

Specifically, Network Security Monitoring Service provides:

- ◆ 24 x 7 x 365 real-time monitoring of security elements
- ◆ Data collection, event analysis, and incident response
- ◆ Pre-testing, certification, and deployment of anti-virus definitions and intrusion detection sensor signatures
- ◆ Routine and urgent updates/notifications
- ◆ Reporting

### **1.2.2.3 Pre-Tested Software Subscription (PTSS).**

With PTSS service, Motorola pretests the updated commercial anti-virus definitions for the Microsoft Windows<sup>®</sup>-based boxes on a system. This service will also include pre-testing operating system software patches and signature files on the intrusion detection sensors, if present on the San Mateo County system. Motorola will receive and test anti-virus definitions for the Microsoft Windows boxes, intrusion detection sensor signatures, and operating system patches from commercial suppliers selected by Motorola.

PTSS includes:

- ◆ Pre-tested weekly updates, or within 24 hours on urgent updates. Motorola tests, addresses issues, and releases updates weekly; within 24 hours, if urgent
- ◆ Motorola's IT expertise, radio expertise, security expertise.
- ◆ Multi-million dollar test facility for pre-testing.
- ◆ Heads-up, head start. Motorola receives updates from vendors in advance, before they are released to general

- public.
- ◆ Motorola manages license renewal of customer subscription with Symantec/ISS. Prevents license lapse from preventing an update.
- ◆ Support for current release of system software and two prior releases.

### **1.2.3 TECHNICAL SUPPORT.**

In addition to the system being continuously monitored remotely, Technical Support is available by telephone 24 hours a day, 7 days a week for service issues detected locally in the field. Motorola's Technical Support Staff provides telephone support for technical issues requiring a high level of communications network expertise and troubleshooting. The Technical Support Center is staffed with highly trained technologists specializing in the diagnosis and resolution of network performance issues. Each technologist has been trained to analyze, isolate, and work virtually any scenario to a swift resolution.

The Technical Support technologist may remotely access the system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's support staff, they will contact key personnel who are involved with the design, development, and manufacture of the system components for resolution.

### **1.2.4 ON-SITE INFRASTRUCTURE RESPONSE.**

Motorola's Warranty and Maintenance Program for County combines the local services of an assigned on location Motorola Service Station (MSS) technician with additional Motorola technical, engineering, and administrative support as required. This approach allows for maximum utilization of resources.

The local assigned Motorola's MSS technician may be supplemented on an as required basis with additional Motorola technicians and/or authorized subcontractor resources. MSS technicians are highly skilled and continually trained on new Motorola products and systems through field and factory supported national training programs. MSS technicians have direct lines of communication with Motorola Development, Manufacturing, Engineering, and Motorola System Support Center teams. The day to day onsite presence by a Motorola MSS technician assures the highest possible level of response to any issues that may occur.

In addition, Motorola provides a local Customer Support Manager (CSM) who serves as a liaison between County and Motorola's resources. The CSM will ensure compliance of all services provided under warranty and system life-cycle account management. The CSM will serve as the defined point of contact for the following:

- ◆ Issuing resolution and escalation
- ◆ Monitoring of contractual performance
- ◆ Providing review and analysis of any problems/issues and fostering a partnership for continuous improvement

### **1.2.5 INFRASTRUCTURE BOARD REPAIR.**

In the event the MSS technician finds a malfunctioning board/unit at the site location, they will contact the System Support Center Call Center to request a return authorization (RA) number. The MSS technician will remove the malfunctioning board/unit and ship to the SSC for repair.

Upon receipt of the malfunctioning equipment, the SSC will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair.

Once the equipment is received from the SSC, the MSS technician will either re-install the equipment or return it to County spare inventory.

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# EXHIBIT C-1

## MAINTENANCE SERVICE AND SUPPORT

### *STATEMENT OF WORK*

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND MOTOROLA, INC.

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#### **1. DESCRIPTION OF SERVICES.**

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the attached Severity Definitions Table and the attached Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### **2. MOTOROLA HAS THE FOLLOWING RESPONSIBILITIES.**

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or FRU.
  - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.

- 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
- 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

### **3. CUSTOMER HAS THE FOLLOWING RESPONSIBILITIES.**

- 3.1. Contact Motorola, as necessary, to request service continuously.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
  - 3.2.1. Case notification preferences and procedure.
  - 3.2.2. Repair Verification preference and procedure.
  - 3.2.3. Database and escalation procedure forms.
  - 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
  - 3.3.1. Assigned System ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.



- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

### Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power).</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/Preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

### Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.
  - \* Note: Provide update to System Support Center **before** Deferral time comes due.

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# EXHIBIT D

## TRAINING

### AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MOTOROLA, INC.

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#### 1. **OVERVIEW.**

Motorola will provide County with comprehensive training available for Motorola's advanced equipment to fully realize the equipment's potential.

The training will include knowledgeable instructors, well-designed courseware, lab activities, and system hardware and software that closely parallels your operating environment and that is integrated with proper system documentation. This methodology is based upon several key criteria:

- Course design is driven by an analysis of learner needs and focuses on how-to rather than theory.
- Learning objectives are based upon what learners need to accomplish on the job and focus on specific applications.
- Hands-on lab opportunities using customer-specific job aids are incorporated into training to maximize the transfer of skills to the job and the retention/reuse of information.

Motorola offers both train-the-trainer and end-user training. Students can attend training at one of our training centers or instructors can come to your site. In conjunction with or in addition to instructor-led training, we can provide self-study/e-learning programs in which students follow a computer-based training module on CD-ROM or other media.

#### 2. **COURSES.**

In the process of assessing County's training needs, Motorola has identified the following course(s) that are necessary to achieve County's training goals.

While the standard courses are encouraged, the class outline may be tailored for County's quotation. Thus, the outline(s) below may not exactly match County's quoted class length and content, and County, in its sole discretion, shall approve the selection of courses.

<b>MANAGEMENT TRAINING</b>						
<b>Course</b>	<b>Target Audience</b>	<b>No. of Sessions</b>	<b>Duration (days)</b>	<b>Location</b>	<b>Date</b>	<b>No. of Attendees</b>
<b>ASTRO 25 IV&amp;D System Overview</b> (Self-paced Online)  <b>Prerequisite #1 for Radio Network Management Course</b>	System Managers	1	1	On-line; Self-paced	<b>Prerequisite #1 for Radio Network Management Course</b>	4
<b>Course Synopsis:</b> The ASTRO 25 Integrated Voice and Data System Overview course is intended to provide an overview of the ASTRO 25 System in order to familiarize the various audiences with the overall system capabilities, components, features, and benefits.						
<b>ASTRO 25 IV&amp;D System Introduction to Network Management Applications</b> (Instructor-led, on-line course)  <b>Prerequisite #2 for Radio Network Management Course</b>	System Managers	1	5 (2 hrs per day for 5 days)	Instructor-led On-Line	<b>Prerequisite #2 for Radio Network Management Course</b>	4
<b>Course Synopsis:</b> This course provides an introduction to the Motorola Radio System Management Applications.						
<b>ASTRO 25 IV&amp;D Radio Network Management Workshop</b> (Instructor-led)	System Managers	1	5	Redwood City, CA	Prior to Managing the System	4
<b>Course Synopsis:</b> This workshop covers management functions for an ASTRO 25 Integrated Voice and Data (IV&D) System. Learning activities in this document-based training course focus on how to use the different ASTRO 25 IV&D System Management applications. Participants will be provided with an opportunity to discuss how to structure their organization and personnel for optimal ASTRO 25 IV&D system use.						

<b>MAINTENANCE TRAINING</b>						
<b>Course</b>	<b>Target Audience</b>	<b>No. of Sessions</b>	<b>Duration (days)</b>	<b>Location</b>	<b>Date</b>	<b>No. of Attendees</b>
<b>ASTRO 25 IV&amp;D System Overview</b> (Self-paced Online) <a href="#">Prerequisite #1 for Master Site Course</a>	Technicians	1	1	On-line; Self-paced	<b>Prerequisite #1 for Master Site Course</b>	8
<b>Course Synopsis:</b> The ASTRO 25 Integrated Voice and Data System Overview course is intended to provide an overview of the ASTRO 25 System in order to familiarize the various audiences with the overall system capabilities, components, features, and benefits.						
<b>ASTRO 25 IV&amp;D System Introduction to Network Management Applications</b> (Instructor-led, on-line course) <a href="#">Prerequisite #2 for Master Site Course</a>	Technicians	1	5 (2 hrs per day for 5 days)	Instructor-led On-Line	<b>Prerequisite #2 for Master Site Course</b>	8
<b>Course Synopsis:</b> This course provides an introduction to the Motorola Radio System Management Applications.						
<b>ASTRO 25 IV&amp;D Master Site Workshop</b> (Instructor-led)	Technicians	1	5	Redwood City, CA	Prior to Maintaining	8
<b>Course Synopsis:</b> This workshop teaches advanced troubleshooting skills and best practices for the ASTRO 25 Integrated Voice and Data System. The workshop focuses on gathering and analyzing system information to implement the appropriate actions that return a system to full operational status.						
<b>ASTRO 25 IV&amp;D GTR8000 Expandable Site Workshop</b> (Instructor-led)	Site Technicians	1	3	Redwood City, CA	Prior to Maintaining	8
<b>Course Synopsis:</b> This workshop describes the components in the ASTRO 25 Integrated Voice and Data System GTR 8000 expandable site subsystem. This course also presents how the GTR 8000 site subsystem operates and explains the tools and methods available for troubleshooting components within the repeater site subsystem.						

It is recommended that the students bring their lap top computers for all System Manager and Technician classes.

For ASTRO 25 IV&D classes, one set of hard copy manuals will be provided for the class. Students will receive their manuals in CD-ROM format. Students will also receive hard copy participant guides.

# EXHIBIT E EQUIPMENT PRICING

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND MOTOROLA, INC.

## 1. PRICING.

### Summary

<i>Equipment and Installations</i>	<i>One Time Costs</i>	<i>Recurring Costs</i>
Redundant Project 25 Central Controller	\$ 160,392	
Controller Application Software, Firmware, Licences, etc	\$ 230,645	
Voice/Data Switching Equipment	\$ 247,520	
Network Management Components	\$ 43,686	
Network Security Hardware and Software	\$ 28,891	
Console Upgrade	\$ 292,768	
Consolettes for Testing Period	\$ -	
Spare Parts / Equipment	\$ 91,677	
Installation Services	\$ 52,085	
<i>Subtotal Controller Elements</i>	<b>\$ 1,147,663</b>	
Interconnect / Multiplex	\$ 52,178	
Multiplex or backhaul equipment (channel cads, multiplexers, etc.)	\$ -	
County LAN Maintenance Access Components	\$ -	
Installation Services	\$ 4,596	
<i>Subtotal Interconnect Elements</i>	<b>\$ 56,773</b>	
Backup Power Systems for above; UPS/Rectifiers/Charges)	\$ -	
DC Power Equipment	\$ -	
AC Power Equipment	\$ -	
Installation Services	\$ -	
<i>Subtotal Power Elements</i>	<b>\$ -</b>	
Other Services		
Training Services	\$ 82,381	
Contractor Services (project management, testing, etc.)	\$ 789,873	
Outside Contractor Services	\$ -	
other Services and Costs (shipping, storage, insurance, etc.)	INCLUDED	
<i>Subtotal Services</i>	<b>\$ 872,253</b>	



Equipment and Services Total	\$ 2,076,690	
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System Discount (9.5% based on contract by 1/30/09)	\$ (197,286)	
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Tax (8.25% on equipment)	\$ 87,049.41	
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Grand Total	\$ 1,966,453	
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## 2. SPARE PARTS / EQUIPMENT.

<i>Baseline and Spares</i>	<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit San Mateo Price</i>	<i>Extended San Mateo Price</i>
NMS/ZC	SQM01SUM0188	MASTER SITE CONFIGURATION 7.5	1	\$ -	\$ -
NMS/ZC	QA01205AA	ENH: ASTRO 25 IV&D AND VOICE CA01207AA - ASTRO Conventional	1	\$ 40,750	\$ 40,750
NMS/ZC	NPI_000136	Oper	0	\$ 12,225	\$ -
NMS/ZC	NPI_000142	System License for 3600 Operation o	1	\$ 8,150	\$ 8,150
NMS/ZC	CA01208AA	ENH: 500 RADIO USER LICENSES	0	\$ 4,075	\$ -
NMS/ZC	CA01257AB	ADD: ZONE CONTROLLER AND NETWORK MA	1	\$ 122,250	\$ 122,250
NMS/ZC	CA01235AB	ADD: USER CONFIGURATION SERVER (UCS)	1	\$ 16,300	\$ 16,300
NMS/ZC	CA01224AB	ENH: UNIFIED EVENT MANAGER (UEM)	1	\$ 16,300	\$ 16,300
NMS/ZC	Z13AG	ENH: UNIFIED NETWORK CONFIGURATOR (	1	\$ 16,300	\$ 16,300
NMS/ZC	Z802AF	ENH: USER CONFIGURATION MANAGER (UC	1	\$ 4,075	\$ 4,075
NMS/ZC	D999AL	ENH: SECURITY PARTITIONING	0	\$ 16,300	\$ -
NMS/ZC	CA00966AA	ENH: FLEXIBLE AIR TRAFFIC INFORMATI	0	\$ 13,855	\$ -
NMS/ZC	ZA00103AA	ENH: TECHNICAL ASSISTANCE, TEN HOUR	0	\$ 3,000	\$ -
NMS/ZC	D52AJ	ENH: ZONEWATCH	1	\$ 16,300	\$ 16,300
NMS/ZC	DA00148AG	ENH: ZONE HISTORICAL REPORTS	1	\$ 4,075	\$ 4,075
NMS/ZC	ZA00149AD	ENH: DYNAMIC REPORTS	1	\$ 6,520	\$ 6,520
NMS/ZC	ZA00149AD	ENH: DYNAMIC REPORTS	1	\$ 6,520	\$ 6,520
NMS/ZC	Z801AM	ENH: RADIO CONTROL MANAGER	1	\$ 12,225	\$ 12,225
NMS/ZC	ZA00151AG	ENH: AFFILIATION USER REPORTS	1	\$ 5,705	\$ 5,705
NMS/ZC	CA01237AA	ENH: NORTHBOUND INTERFACE	0	\$ 12,225	\$ -
NMS/ZC	CA01238AA	ENH: EMAIL ALARM NOTIFICATIONS	1	\$ 4,075	\$ 4,075
NM_CLIENT	DLN6545	HP CP3505N COLOR LASER PRINTER 110V	1	\$ 3,994	\$ 3,994
NM_CLIENT	DDN9555	CERTIFIED NETWORK MANAGEMENT ASTRO	1	\$ 5,355	\$ 5,355
NM_CLIENT	DDN8673	CRYSTAL REPORTS 11.0	1	\$ 895	\$ 895
NM_CLIENT	T7453	ASTRO 7.5 CLIENT APPLICATION	1	\$ 408	\$ 408
NM_CLIENT	DS019BLK	SOFTWA	1	\$ 408	\$ 408
NM_CLIENT	DS019BLK	19" LCD, BLACK, NON-TOUCH CERTIFIED NETWORK	1	\$ 1,368	\$ 1,368
NM_CLIENT	DDN9555	MANAGEMENT ASTRO	1	\$ 5,355	\$ 5,355
NM_CLIENT	DDN8673	CRYSTAL REPORTS 11.0	1	\$ 895	\$ 895
NM_CLIENT	T7453	ASTRO 7.5 CLIENT APPLICATION	1	\$ 408	\$ 408
NM_CLIENT	DS019BLK	SOFTWA	1	\$ 408	\$ 408
NM_CLIENT	DS019BLK	19" LCD, BLACK, NON-TOUCH	1	\$ 1,368	\$ 1,368
NM_NETWO	ST2500	S2500 MULTIPROTOCOL WAN	1	\$ 2,527	\$ 2,527
RK	ST2500	ROUTER	1	\$ 2,527	\$ 2,527
NM_NETWO	ST2512	S2500 ROUTER T1/E1 DAUGHTER	1	\$ 652	\$ 652
RK	ST2512	BOARD	1	\$ 652	\$ 652

NM_NETW RK	ST2516	S2500 ENCRYPTION MODULE	1	\$	815	\$	815
NM_NETW RK	DSJ4900B	HP PROCURVE SWITCH 2626B	1	\$	2,025	\$	2,025
NM_NETW RK	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	1	\$	2,527	\$	2,527
NM_NETW RK	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD	1	\$	652	\$	652
NM_NETW RK	ST2516	S2500 ENCRYPTION MODULE	0	\$	815	\$	-
RA_ROUTER	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER	1	\$	13,036	\$	13,036
RA_ROUTER	ST6010	S6000 4-PORT ULTRAWAN MODULE	1	\$	2,445	\$	2,445
RA_ROUTER	ST6016	S6000 ENCRYPTION MODULE	0	\$	815	\$	-
OBM_SERVE R	TT2021	LX4000T 48 PORT TERM SVR W/ MODEM	1	\$	5,490	\$	5,490
OBM_SERVE R	L3174	3810 PLUS MODEM S/A V.34 PROTOCOL	1	\$	1,053	\$	1,053
OBM_SERVE R	DSZ1Z1118567	RM001 WITH SPECIAL FACEPLATE WITH 2	1	\$	146	\$	146
CSMS	DDN9182	CERTIFIED CORE SECURITY MANAGEMENT	1	\$	15,120	\$	15,120
CSMS	T7401	CSMS SUPPLEMENTARY DISK A7.1.1	1	\$	45	\$	45
ANTI_VIRUS	DDN9607	SYMANTEC ANTI VIRUS 10.2.1 CORP ED	10	\$	68	\$	675
AUTHEN	TT1969	RSA AUTH. MGMT V. 6.1 WITH 25 CLIEN	1	\$	6,002	\$	6,002
AUTHEN	TT04523AA	ADD: RSA ACE SERVER MAINTENANCE FOR	1	\$	-	\$	-
AUTHEN	DDN8653	RSA 5 YEAR HARD TOKEN	5	\$	72	\$	360
CSMS	DS019BLK	19" LCD, BLACK, NON-TOUCH	1	\$	1,368	\$	,368
OSH	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	14	\$	41	\$	571
IBS	DDN9178	SNAP SERVER 110 500 GB	0	\$	1,688	\$	-
IBS	T7402	IBS SUPPLEMENTARY DISK VINTELA AUTHENTICATION	0	\$	45	\$	-
SYSLOG	T7362	SERVICES SW	1	\$	45	\$	45
SYSLOG	TT2024	AUTHENTICATION SERVER	1	\$	14,400	\$	14,400
CNI	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER	1	\$	13,036	\$	13,036
CNI	ST6016	S6000 ENCRYPTION MODULE	1	\$	815	\$	15
CNI	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER	1	\$	13,036	\$	13,036
CNI	ST6010	S6000 4-PORT ULTRAWAN MODULE	1	\$	2,445	\$	2,445
CNI	ST6016	S6000 ENCRYPTION MODULE	1	\$	815	\$	815
GPS	DSTRAK91008	PRIME/MASTER SITE CONFIG AC POWER	1	\$	31,241	\$	31,241
GPS	DSTRAK91111	FOUR PORT T1 FRAMED AND CLOCK TELEC	2	\$	1,362	\$	2,723
GPS	L1700	1/4" SUPERFLEX POLY JKT PER FOOT	200	\$	2	\$	333
GPS	TDN9714	1/4" CONN N MALE S FLEX PLTD	8	\$	16	\$	130
SRC	SQM01SUM0189	SRC7500 SWG ROUTING CENTER ADD: HIGH TIER CORE LAN 96	1	\$	815	\$	815
SRC	CA01342AA	PORTS	1	\$	19,642	\$	19,642
SRC	CA01344AA	ADD: DUAL GATEWAY ROUTERS AEB IF	1	\$	30,970	\$	30,970
SRC	CA01347AA	ADD: QTY 2 PAIRS CORE ROUTERS CWR	1	\$	114,100	\$	114,100
SRC	CA01354AA	ADD: DUAL LINK 1 PAIR CWR	0	\$	6,113	\$	-
SRC	CA01361AA	ADD: GGSN	0	\$	13,040	\$	-
SMARTX	SMARTX7_7	SmartX 3600 to 9600 converters		\$	13,937	\$	111,492
SPARES	NPI_000140	3600 to 9600 Site Converter Box	1	\$	11,410	\$	11,410
SPARES	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	1	\$	2,527	\$	2,527

DACS	DSF2F202LL01M	BELKIN LC(M) - LC(M) 3.3 FT FIBER O	1	\$	90	\$	90
DACS	DSACDXMOTO004	16 PORT DS1 DIGITAL X-CONN SWITCH 1	1	\$	48,150	\$	48,150
DACS	DSACDXCT1CSUDMIO	T1 DATA MOD AND I/O STRUCTURED T1 C	1	\$	3,938	\$	3,938
MGEG	CA00126AA	ADD: SOFTWARE LICENSE, ASTRO 25 TRU	2	\$	8,150	\$	16,300
MGEG	B1896	MGEG WITH CPU, 120 CLEAR CALL CAPAB	2	\$	29,721	\$	59,441
MGEG	CA00169AA	ADD: ASTRO 25 IMBE CAPABILITY	2	\$	163	\$	326
MGEG	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS	1	\$	38	\$	38
MGEG	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR R	1	\$	27	\$	27
MGEG	DS019BLK	19" LCD, BLACK, NON-TOUCH	1	\$	1,368	\$	1,368
RACK	TRN7343	SEVEN AND A HALF FOOT RACK	1	\$	403	\$	403
RACK	TRN7343	SEVEN AND A HALF FOOT RACK	1	\$	403	\$	403
RACK	TRN7343	SEVEN AND A HALF FOOT RACK	1	\$	403	\$	403
RACK	DSCAB003150	43U X 600W X 800D UNIVERSAL EURORAC	2	\$	3,569	\$	7,137
SURGE	DSOP820B	POWER DIST. UNIT SURGE PROTECT	8	\$	765	\$	6,120
SURGE	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP8	8	\$	91	\$	727
SURGE	DSMPS32T1	32 T1 PROTECTOR	3	\$	1,653	\$	4,960
SOFTWARE	DVN4046	MASTER SYSTEM KEY PACKAGE FOR THE A	1	\$	500	\$	500
SPARES	DLN1333	HARD DISK 146GB	1	\$	1,039	\$	1,039
SPARES	DLN1334	DVD-RW DRIVE	1	\$	742	\$	742
SPARES	DLN1335	POWER SUPPLY	1	\$	456	\$	456
SPARES	DLN1336	SUN NETRA 240	1	\$	8,924	\$	8,924
SPARES	DLN1337	EXTERNAL TAPE DRIVE (NM ONLY)	1	\$	2,038	\$	2,038
SPARES	DLN1338A	FAN MODULE	1	\$	168	\$	168
SPARES	DSTRAK91008DC	PRIME/MASTER SITE CONFIG DC POWER	0	\$	31,241	\$	-
SPARES	DSTRAK91111	FOUR PORT T1 FRAMED AND CLOCK TELEC	0	\$	1,362	\$	-
SPARES	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	1	\$	2,527	\$	2,527
SPARES	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD	1	\$	652	\$	652
SPARES	ST2516	S2500 ENCRYPTION MODULE	1	\$	815	\$	815
SPARES	TT2021	LX4000T 48 PORT TERM SVR W/ MODEM	1	\$	5,490	\$	5,490
SPARES	DSJ4900B	HP PROCURVE SWITCH 2626B	1	\$	2,025	\$	2,025
SPARES	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER	1	\$	13,036	\$	13,036
SPARES	ST6010	S6000 4-PORT ULTRAWAN MODULE	1	\$	2,445	\$	2,445
SPARES	ST6016	S6000 ENCRYPTION MODULE	1	\$	815	\$	815
SPARES	CLN1838	FRU: 3500-48 ETHERNET SWITCH	1	\$	7,254	\$	7,254
SPARES	CLN1836	2610-24 ETHERNET SWITCH	1	\$	1,834	\$	1,834
SPARES	CLN8489	48 PORT TERMINAL SERVER	1	\$	4,972	\$	4,972
SPARES	ST6015	S6000 12 PORT T1/E1 MODULE	1	\$	7,335	\$	7,335
SPARES	T7380	CO-OP WAN ROUTER RELAY PANEL	1	\$	6,113	\$	6,113
SPARES	ST6011	S6000 4-PORT FLEXWAN MODULE	1	\$	2,445	\$	2,445
SPARES	RLN5340	I/O CABLE KIT, 0113990B04	0	\$	44	\$	-
SPARES	RLN5342	DRIIVE RAILS, 0113990B06	0	\$	44	\$	-
SPARES	RLN5343A	AC POWER SUPPLY, 0113990B07	1	\$	871	\$	871
SPARES	RLN5344	DUAL IDE CABLW, 0113990B08	0	\$	65	\$	-
SPARES	RLN5345	FILLER PANEL, 0113990B09	0	\$	33	\$	-
SPARES	RLN5346	256MB SDRAM MEMORY (IDIMM) 011	1	\$	1,595	\$	1,595

SPARES	RLN5347	3.5" 1.44 MB FLOPPY CHASS MTD 01139	0	\$	114	\$	-
SPARES	RLN5354	TRANSITION MODULE VC/SC TRANSITION CARD FRU	1	\$	3,846	\$	3,846
SPARES	BLN1273	(POST A6. EIDE DVD-ROM DRIVE W/SCSI	1	\$	306	\$	306
SPARES	DDN9175	ADAPTER	0	\$	489	\$	-
SPARES	DDN9176	EIDE TO SCSI ADAPTER	0	\$	310	\$	-
SPARES	DDN9344	FRU AC POWER SUPPLY SLED WITH FAN	0	\$	1,304	\$	-
SPARES	DDN9345	FRU FAN SLED WITHOUT POWER SUPPLY	0	\$	367	\$	-
SPARES	DDN9346	FRU DUAL IDE CABLE R/W	0	\$	12	\$	-
SPARES	DDN9348	FRU EIDE DEVICE REMOVABLE CARRIER	0	\$	326	\$	-
SPARES	DDN9349	FRU AC DISTRIBUTION PANEL	0	\$	408	\$	-
SPARES	DDN9350	FRU ALARM PANEL	0	\$	611	\$	-
SPARES	DDN9351	FRU UNIVERSAL BRIDGE BOARD	0	\$	2,038	\$	-
SPARES	DDN9352	FRU 80GB 3.5IN EIDE DRIVE	0	\$	1,394	\$	-
SPARES	DDN9353	FRU: 6020 DVD CD-ROM KIT	0	\$	326	\$	-
SPARES	DDN9357	FRU - 6020 BLANK PANEL (FOR OPEN CH	0	\$	20	\$	-
BACKUP	L20URS9PW1 N	10-35W 762-870MHZ XTL 5000 CONSOLE	0	\$	2,544	\$	-
BACKUP	G806	ENH: IMBE ASTRO DIGITAL CAI OP	0	\$	412	\$	-
BACKUP	G51	ENH: 3600 SMARTZONE OPERATION ENH: ASTRO PROJECT 25 TRUNKING	0	\$	1,200	\$	-
BACKUP	G361	SOFT	0	\$	240	\$	-
BACKUP	G996	ENH: PROGRAMMING OVER P25 ADD: TONE REMOTE CONTROL	0	\$	80	\$	-
BACKUP	L146	XTL5000	0	\$	380	\$	-
BACKUP	L73	DEL: MICROPHONE SPECTRA DESKTOP	0	(40)		\$	-
BACKUP	B1840	CENTRACOM GOLD INTERFACE MODULE FOR	0	\$	885	\$	-
BACKUP	L1705	1/2" LDF HELIAX POLY JKT PER FT ADD: 7-16 DIN MALE, PS, ANTENNA	0	\$	3	\$	-
BACKUP	TT05057AA	END	0	\$	23	\$	-
BACKUP	DSDSXLDMA	LIGHTNING ARRESTOR, 7-16DIN MALE/FE	0	\$	162	\$	-
BACKUP	L1705	1/2" LDF HELIAX POLY JKT PER FT ADD: 7-16 DIN MALE, PS, ANTENNA	0	\$	3	\$	-
BACKUP	TT05057AA	END	0	\$	23	\$	-
BACKUP	DS4383G0108	CONTROL STATION COMBINER 746- 869 MH	0	\$	14,035	\$	-
BACKUP	L1700	1/4" SUPERFLEX POLY JKT PER FOOT	0	\$	2	\$	-
BACKUP	TDN9714	1/4" CONN N MALE S FLEX PLTD	0	\$	16	\$	-
BACKUP	DQSC432DHF6LDFI45G	DUAL COLLINEAR OMNI ANTENNA, 3 DBD	0	\$	3,339	\$	-
XTL1500	M28URS9PW1 N	XTL 1500 MOBILE 35 WATT, 764- 870MHZ	0	\$	1,312	\$	-
XTL1500	G964	ENH: 9600 ASTRO DIGITAL ENHANCED	0	\$	681	\$	-
XTL1500	G996	ENH: OVER THE AIR PROVISIONING ADD: ANTENNA 3DB LOW-PROFILE	0	\$	82	\$	-
XTL1500	G174	764-87	0	\$	35	\$	-
XTL1500	G400	ENH: 1 YEAR REPAIR SERVICE ADVANTAG	0	\$	64	\$	-
XTL1500	G170	ENH: RADIO TRACE AND REMOTE MONITOR	0	\$	62	\$	-
UPGRADE	T6693	SOFTWARE DOWNLOAD UPGRADE KIT	1	\$	-	\$	-
UPGRADE	CA00134AB	ENH: 6809 TRUNKED UPGRADE	50	\$	-	\$	-
UPGRADE	X795AG	ENH: LATEST SHIPPING SOFTWARE	50	\$	978	\$	48,900

UPGRADE	T6693	SOFTWARE DOWNLOAD UPGRADE KIT	1	\$	-	\$	-
UPGRADE	CA00134AB	ENH: 6809 TRUNKED UPGRADE	15	\$	-	\$	-
UPGRADE	X795AG	ENH: LATEST SHIPPING SOFTWARE	15	\$	978	\$	14,670
UPGRADE	T6341	SOFTWARE UPGRADE DISK ONLY	1	\$	-	\$	-
UPGRADE	CA00007AA	ADD: SOFTWARE UPGRADE TRUNKED ASTRO TAC RECEIVER UPGRADE	17	\$	1,467	\$	24,939
UPGRADE	T5757	ENH: SOFTWARE DOWNLOAD CAPABLE	1	\$	-	\$	-
UPGRADE	U222	ENH: EPIC BOARD ALREADY IN USE	43	\$	-	\$	-
UPGRADE	X793	ENH: WIRELINE BOARD IN USE	43	\$	-	\$	-
UPGRADE	U438	ADD: IR SITE UPGRADE DISC CENTRACOM GOLD SOFTWARE REFRESH PAC	43	\$	163	\$	7,009
UPGRADE	B1879	ADD: SOFTWARE REFRESH, ELITE/ADMI0D	1	\$	-	\$	-
UPGRADE	X03	ADD: SOFTWARE REFRESH, COIM OR LOMI	10	\$	448	\$	4,483
UPGRADE	X69	CENTRACOM GOLD SOFTWARE REFRESH PAC	10	\$	652	\$	6,520
UPGRADE	B1879	ADD: SOFTWARE REFRESH, ELITE/ADMI0D	1	\$	-	\$	-
UPGRADE	X03	ADD: SOFTWARE REFRESH, COIM OR LOMI	7	\$	448	\$	3,138
UPGRADE	X69	SOFTWARE DOWNLOAD UPGRADE KIT	11	\$	652	\$	7,172
UPGRADE	T6693	ENH: INTELLIREPEATER UPGRADE	1	\$	-	\$	-
UPGRADE	CA00135AB	ENH: LATEST SHIPPING SOFTWARE	26	\$	-	\$	-
UPGRADE	X795AG	MTC 3600 SMARTZONE SIMULCAST PRIME	26	\$	978	\$	25,428
UPGRADE	T6651	MTC 3600 SIMULCAST RESC SOFTWARE	4	\$	7,531	\$	30,122
UPGRADE	T6360		8	\$	2,779	\$	22,233

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# EXHIBIT F

## PAYMENT SCHEDULE

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND MOTOROLA, INC.

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1. **PAYMENT SCHEDULE.**

County will make payment to Contractor according to the following payment schedule:

- 10% (\$196,645.30) Upon Execution of the Contract
- 50% (\$983,226.50) Upon Delivery of Equipment
- 20% (\$393,290.60) Upon Completion of Installation
- 5% (\$98,322.65) Upon Completion of the ATP
- 15% (\$294,967.95) Upon Final Acceptance

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# EXHIBIT G

## MOTOROLA SOFTWARE LICENSE AGREEMENT

AGREEMENT BETWEEN THE  
COUNTY OF SAN MATEO AND MOTOROLA, INC.

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### SOFTWARE LICENSE AGREEMENT

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

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

#### **Section 1 DEFINITIONS**

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

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

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

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

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

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

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

#### **Section 2 SCOPE**

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

### **Section 3 GRANT OF LICENSE**

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### **Section 4 LIMITATIONS ON USE**

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

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

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



4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

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

## **Section 5 OWNERSHIP AND TITLE**

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

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

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

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

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-**

**infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

## **Section 7 TRANSFERS**

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

## **Section 8 TERM AND TERMINATION**

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

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

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

## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10 CONFIDENTIALITY**

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

## **Section 11 LIMITATION OF LIABILITY**

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

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

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

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

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

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the State of California.

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

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

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

# **ATTACHMENT 1**

## **P25 REQUIREMENTS COMPLIANCE**

## CONVENTIONAL FEATURES

<u>Feature Category &amp; TIA-102 documents used in design of ASTRO 25 products</u>	<u>Feature Name</u>	<u>Does Motorola Offer?</u>
<b>Voice Calls</b>		
TIA-102.BAAD, TIA-102.AABG	Unaddressed Voice Calls	Yes
	Group Voice Calls	Yes
	Individual Voice Calls	Yes
	Discreet Listening	Yes
	Call Interrupt	Yes
	Monitor Squelch	Yes
	Normal Squelch	Yes
	Selective Squelch	Yes
	System Call	Yes
<b>Encryption</b>		
	Block Encryption	Yes
TIA-102.AAAB, TIA-102.AAAD, TIA-102.AACD, TIA-102.AACA, TIA-102.AACB	DES-OFB Encryption of Voice	Yes
	DES-OFB Encryption of Packet Data	Yes
	AES Encryption of Voice	Yes
	AES Encryption of Packet Data	Yes
	Multiple Encryption Algorithms	Yes
	Multiple Encryption Keys	Yes
	Encryption Key Update	Yes
	Over the Air Rekeying (OTAR)	Yes
	Manual Rekeying Features	Yes
<b>Supplementary Services</b>		
TIA-102.AABG, TIA-102.BAAD	Call Alerting	Yes
	Pre-programmed Data Messaging/Short Message	Yes
	Silent Emergency	Yes
	Radio Unit Monitoring	Yes
	Emergency Alarm	Yes
	Emergency Call	Yes
<b>Extended Functions</b>		
TIA-102.AABG, TIA-102.BAAD	Radio Unit Inhibit*/Disable	Yes

	Radio Unit Uninhibit*/Re-enable	Yes
	Radio Check	Yes
<b>Miscellaneous</b>		
TIA-102.AABG, TIA-102.BAAD,	Talking Party Identification	Yes
<b>CAI Interface</b>		
TIA-102.BAAA, TIA-102.BABA, TIA-102.CAAA, TIA-102.CAAB	CAI	Yes
	Phase I	Yes
	IMBE Vocoder (Full Rate)	Yes
	12.5 kHz Channel Bandwidth	Yes
	Frequency Division Multiple Access (FDMA)	Yes
	C4FM or CQPSK Modulation	Yes
	9.6 kbps Gross Bit Rate	Yes
	Backwards Compatibility (Analog FM Operation)	Yes
<b>Data Interfaces (A and E<sub>d</sub>)</b>		
TIA-102.BAEA, TIA-102.BAEB, TIA-102.BAEE, TIA-102.BAFA	Data Interfaces (A and E <sub>d</sub> )	Yes
	Data Configuration – Radio to FNE	Yes
	Data Configuration – Radio to Radio (Direct)	Yes
	Data Configuration – Radio to Radio (Repeated)	Yes
	Packet Switched Confirmed Delivery Data	Yes
	Packet Switched Data Network Access	Yes
	RCP (Radio Control Protocol)	Yes
	SNMP (Simple Network Management Protocol)	No
	SCEP (Simple CAI Encapsulation Protocol)	Yes
	SNDCP (Subnetwork Dependent Convergence Protocol)	No
	Link Layer and Physical Layer Protocols	Yes
<b>Telephone Interconnect Interface (E<sub>t</sub>)</b>		
TIA-102.BADA	Telephone Interconnect	landline to RF channel to radio unit ID or radio unit to RF channel to landline
<b>Fixed Station Interface</b>		
TIA-102.BAHA	FSI	
	Analog	Yes
	Transport of Clear Audio	Yes
	Tone Remote Control (TRC)	Yes

	Intercom	Yes
	E&M Signaling	Yes
	Digital	No
	IP Capabilities	No
	Block Encryption	No
	Talking Party Identification	No
	Talkgroup Information	No
	NAC Information	No
	Emergency Alert	No
	Emergency Indications	No
	Frequency of Operation Control	No
	Repeating Voice Control	No
	Repeating Squelch Control	No
	Ethernet 100 Base-T with RJ-45 connector	No
	Received Voter Information	No
	Intercom	No

## TRUNKED FEATURES

<u>Feature Category &amp; TIA-102 documents used in design of ASTRO 25 products</u>	<u>Feature Name</u>	<u>Does Motorola Offer?</u>
<b>Voice Calls</b>		
TIA-102.AABD, TIA-102.AABC, TIA-102.AABF, TIA-102.AABG, TIA-102.BAAD	Group Voice Call	Yes
	Individual Voice Call	Yes
	Broadcast Voice Call	Yes
	Discreet Listening	Yes
	Call Interrupt	Yes
	Announcement Group Call	Yes
	System Call	No
<b>Mobility Management</b>		
TIA-102.AABD, TIA-102.AABC, TIA-102.AABG, TIA-102.BAAD	Roaming	Yes
	Intra-System Roaming	Yes
	Inter-System Roaming	Future
	Registration	Yes
	Authentication (Implicit)	Future
	Link Layer Authentication	Future
	Affiliation	Yes
	De-Registration	Yes
<b>Encryption</b>		
TIA-102.AAAB, TIA-102.AAAD, TIA-102.AACD, TIA-102.AACA, TIA-102.AACB	Block Encryption	Yes
	DES-OFB Encryption of Voice	Yes
	DES-OFB Encryption of Packet Data	No
	AES Encryption of Voice	Yes
	AES Encryption of Packet Data	Future
	Multiple Encryption Algorithms	Yes
	Multiple Encryption Keys	Yes
	Encryption Key Update	Yes
	Over The Air Rekeying (OTAR)	Yes
	Manual Rekeying Features	Yes
<b>Supplementary Services</b>		
TIA-102.AABD, TIA-102.AABC, TIA-102.AABG, TIA-102.BAAD	Call Alerting	Yes



	Pre-Programmed Data Messagin/Short Message	Yes
	Radio Unit Monitoring	Future
	Emergency Alarm	Yes
	Emergency Call	Yes
<b>Extended Functions</b>		
TIA-102.AABD, TIA-102.AABC, TIA-102.AABG, TIA-102.BAAD	Radio Unit Inhibit*/Disable	Yes
	Radio Unit Uninhibit*/Re-enable	Yes
	Radio Check	Yes
<b>System Services</b>		
TIA-102.AABD, TIA-102.AABC, TIA-102.AABG, TIA-102.BAAD	Network Status	Yes
	System Status	Yes
	Channel Identifier	Yes
	System Service	Yes
	Adjacent Site Status	Yes
	Secondary Control Channel	No
	Composite Control Channel	No
	Backup Control Channel	Yes
<b>Miscellaneous</b>		
TIA-102.AABD, TIA-102.AABC, TIA-102.AABG, TIA-102.BAAD	Talking Party Identification	Yes
	Call Restriction	NM allows operator to control some services
	Priority Call	Yes
	Preemptive Priority Call	Yes
	Call Routing	Yes
	Message Trunking	Yes
	Transmission Trunking	Yes
<b>CAI Interface</b>		
TIA-102.BAAA, TIA-102.BABA, TIA-102.CAAA, TIA-102.CAAB	CAI	Yes
	Phase I	Yes
	IMBE Vocoder (Full Rate)	Yes
	12.5 kHz Channel Bandwidth	Yes
	Frequency Division Multiple Access (FDMA)	Yes
	C4FM or CQPSK Modulation	Yes
	9.6 kbps Gross Bit Rate	Yes
	Backwards Compatibility (Analog FM Operation)	Yes, Subscriber only
<b>Inter RF Sub-System Interface (G)</b>		

TIA-102.BACA, TIA-102.BACD	ISSI	See ISSI tab
	Voice Services	
	Group Voice Service	
	SU-to-SU Voice Service	
	Mobility Management Functions	
	SU Registration	
	SU Tracking	
	Group Affiliation	
	Group Tracking	
	Authentication Credential Distribution	
	Supplementary Data Services (include)	
	Emergency Alarm	
	Call Alert	
	Short Message/Pre-programmed Data Messaging	
	Status Query	
	Status Update	
	Radio Unit Monitoring	
	Radio Check	
	Radio Inhibit	
	Radio Uninhibit	
<b>Data Interfaces (A and E<sub>d</sub>)</b>		
TIA-102.BAEA, TIA-102.BAEB, TIA-102.BAEE, TIA-102.BAFA	Data Interfaces (A and E <sub>d</sub> )	Yes
	Data Configuration – Radio to FNE	Yes
	Data Configuration – Radio to Radio (Direct)	Yes
	Data Configuration – Radio to Radio (Repeated)	Yes
	Packet Switched Confirmed Delivery Data	Yes
	Packet Switched Data Network Access	Yes
	RCP (Radio Control Protocol)	Yes
	SNMP (Simple Network Management Protocol)	Yes, but only in NM
	SCEP (Simple CAI Encapsulation Protocol)	No
	SNDCCP (Subnetwork Dependent Convergence Protocol)	Yes
	Link Layer and Physical Layer Protocols	Yes
<b>Telephone Interconnect Interface (E<sub>t</sub>)</b>		
TIA-102.BADA	Telephone Interconnect	radio unit to landline or landline to radio unit, no landline to

		taklgroup
<b>Console Sub-System Interface (E<sub>c</sub>)</b>		
TIA-102.BAGA, TIA-102.BACA, TIA-102.BACD	Console Sub-System Interface	See ISSI tab
	Voice Services	
	Mobility Management Functions	
	Supplementary Data Services (See ISSI)	

## TRUNKED ISSI SERVICES

<b>Notes:</b>	Conventional ISSI is not currently prioritized since primary application needs will be met by existing gateways and planned Conventional Fixed Station Interface (P25 FSI)		
	Services below are those which are supported across an ISSI interface between two different systems connected by a P25 ISSI. Features operational within the respective RFSSs are not impacted by the ISSI.		
	The list below is not a comprehensive list of the features supported and not supported by the ISSI.1 Gateway application. This list is available upon request.		
	Beyond adding the gateway subsystem, ISSI.1 does not require software changes to system version, control channels or radio subscribers.		
	Code plug changes to manage ISSI talkgroups may be required.		
<b><u>Feature Category &amp; TIA-102 documents used in design of ASTRO 25 products</u></b>	<b><u>Feature Name</u></b>	<b><u>Across Trunked ISSI</u></b>	
Bearer Services			
	Circuit Switched Unreliable Data		
	Circuit Switched Reliable Data		
	Packet Switched Confirmed Delivery Data		
	Packet Switched Unconfirmed Delivery Data		
Teleservices			
	Broadcast Voice Call		
	Unaddressed Voice Call		
<b>TIA-102.BACA</b>	Group Voice Call	ISSI.1	
	Individual Voice Call		
	Circuit Switched Data Network Access		
	Packet Switched Data Network Access		
	Pre-programmed Data Messaging		
Supplementary Services			
	Encryption	ISSI.1	
<b>TIA-102.BACD</b>	Priority Call		
	Preemptive Priority Call		

	Call Interrupt		
	Voice Telephone Interconnect		
	Discreet Listening		
	Silent Emergency		
	Radio Unit Monitoring		
	Talking Party Identification		
	Call Alerting		
Services to the Subscriber			
<b>TIA-102.AABD, TIA-102.AABC</b>	Intrasystem Roaming		
	Intersystem Roaming	ISSI.1 with Manual Mode Change	
	Call Restriction		
	Affiliation		
	Call Routing		
	Encryption Update		
	Emergency Call	ISSI.1	

# **ATTACHMENT 2**

## **ADDITIONAL TERMS AND CONDITIONS**

## **1. SITES AND SITE CONDITIONS**

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

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

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

## **2. REPRESENTATIONS AND WARRANTIES**

“Warranty Period” means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

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

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

**Motorola Software Warranty.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the

Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

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

**WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

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

#### SYSTEM ACCEPTANCE

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

### **3. SYSTEM ACCEPTANCE.**

System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the



Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

**BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

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

**Freight, Title and Risk of Loss.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

#### **4. PATENT AND COPYRIGHT INFRINGEMENT.**

Infringement Claim means a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third-party's United States patent or copyright.

Motorola will defend at its expense any suit brought against County to the extent it is based on an Infringement Claim, and Motorola will indemnify County for those costs and damages finally awarded against County for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: County promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and County providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for County the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant County a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by County to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

**Attachment E  
County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	MOTOROLA	Phone:	847 523 8274
Contact Person:	R. HOORNSTRA	Fax:	847 761 1131
Address:	600 N HWY 45 LIBERTYVILLE IL 60048		

**II. EQUAL BENEFITS** (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.

No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Robin W Hoornstra  
Signature

ROBIN HOORNSTRA  
Name

7/3/08  
Date

HR COMPLIANCE CONSULTANT  
Title

<b>PRODUCER</b>  AON RISK SERVICES CENTRAL, INC. CHICAGO IL OFFICE 1000 NORTH MILWAUKEE AVENUE GLENVIEW, ILLINOIS 60025 ATTN: INSURANCE VERIFICATION CENTER PH: 1-800-4-VERIFY/ FAX: 1-847-953-5341	Serial # 3861	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <b>COMPANIES AFFORDING COVERAGE</b>  COMPANY <b>A</b> LIBERTY MUTUAL FIRE INSURANCE COMPANY  COMPANY <b>B</b> LIBERTY INSURANCE CORPORATION  COMPANY <b>C</b>  COMPANY <b>D</b>
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<b>INSURED</b>  MOTOROLA INC. AND ITS SUBSIDIARIES 1303 EAST ALGONQUIN ROAD SCHAUMBURG IL 60196 USA	
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**COVERAGES**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	TB2-641-005169-078	7/1/2008	7/1/2009	GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMP/OP AGG \$ INCLUDED
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 250,000
					MED EXP (Any one person) \$ 10,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2-641-005169-018	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
B	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>  <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WA7-64D-005169-088 (ALL OTHER STATES) WC7-641-005169-098 (OR & WI) DBA WA764D005169248	7/1/2008	7/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 RE: RFP NO. 1214 - PROJECT 25 700 MHZ PROJECT 25 RADIO COMMUNICATIONS SYSTEM UPGRADE FOR THE SAN MATEO COUNTY. THE COUNTY OF SAN MATEO, ITS OFFICERS AND EMPLOYEES ARE LISTED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES.

<b>CERTIFICATE HOLDER</b>  SAN MATEO CO. SHERIFF'S OFFICE ATTN: GINGER BALKUS 400 COUNTY CENTER REDWOOD CITY CA 94063 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.
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