INSTALLATION AGREEMENT
FOR PUBLIC SAFETY ENTERPRISE COMMUNICATION SYSTEM [PSEC] UPGRADE PROJECT

(MOTOROLA SOLUTIONS, INC.)

THIS INSTALLATION AGREEMENT FOR PUBLIC SAFETY ENTERPRISE COMMUNICATION SYSTEM [PSEC] ("Agreement") is made and entered into this _____ day of _____, 2018, by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and MOTOROLA SOLUTIONS, INC., a Delaware corporation ("Motorola").

1.   **Scope of Services.** City agrees to retain and does hereby retain Motorola and Motorola agrees to provide the services more particularly described in Exhibit "A," attached hereto and incorporated herein ("Services"), in accordance with the Motorola's Service Terms and Conditions set forth in Exhibit "B" ("Terms"), attached hereto and incorporated herein, and in conjunction with Public Safety Enterprise Communication System (PSEC) Upgrade Project ("Project"). This Agreement and its attachments will collectively be referred to as the "Contract Documents". The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2.   **Term.** This Agreement shall be effective on July 1, 2016 and shall remain in effect until June 30, 2026, unless otherwise terminated pursuant to the provisions herein.

3.   **Compensation/Payment.**   Motorola shall perform the Services under this Agreement for the total sum not to exceed Five Hundred Twenty-Eight Thousand Four Hundred Forty-One Dollars ($528,441.00), plus any change order authority authorized pursuant to Resolution No. 23256, as amended from time to time. Said compensation shall be paid as set forth in Exhibit "C," attached hereto and incorporated herein, in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4.   **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Police Department
City of Riverside
Attn: Patty Tambe, Steve Powell
4102 Orange Street
Riverside, CA 92501

To Motorola

Motorola Solutions, Inc.
Attn: Albert R. Shelton, Jr.
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017

5.   **Extra Materials**. Motorola shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City.

6.   **Prevailing Wage**. If applicable, Motorola and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside.   The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

7.   **Contract Administration**. A designee of City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

8.   **Standard of Performance**.   While performing the Services, Motorola shall exercise the reasonable professional care and skill customarily exercised by reputable members of Motorola's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

9.   **Personnel**. Motorola shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Motorola recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services.

10.   **Assignment and Subcontracting**. Motorola shall not assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of City. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Motorola acknowledges that any assignment may, at City's sole discretion, require City Manager and/or City Council approval. Motorola shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator, provided however that any subcontractor identified by Motorola at the time of execution of the Agreement will be deemed as approved by City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 14. Motorola acknowledges and agrees that City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and City.

11.   **Independent Contractor**. In the performance of this Agreement, Motorola, and Motorola's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Motorola acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Motorola, or to Motorola's

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employees, subcontractors and agents. Motorola, as an independent contractor, shall be responsible for any and all taxes that apply to Motorola as an employer.

12.   **Indemnification**. Except as to the sole negligence, active negligence or willful misconduct of City, Motorola shall indemnify and hold City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with, the performance of Work, activities, operations or duties of Motorola, or anyone employed by or working under Motorola and from all claims by anyone employed by or working under Motorola for services rendered to Motorola in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Motorola or of anyone employed by or working under Motorola.

The parties expressly agree that any payment, attorneys' fees, costs or expense that City incurs or makes to or on behalf of an injured employee under City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

13.   **Duty to Defend.** Motorola agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: 1) the Services, activities, operations, or duties of Motorola, or of anyone employed by or working under the Motorola, or 2) any breach of this Agreement by Motorola. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Motorola agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

14.   **Insurance**.

14.1   **General Provisions**. After City's execution of this Agreement but prior to the commencement of Services, Motorola shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law. Motorola will have the right to seek compensation for any documented and reasonable additional expenses incurred by Motorola in satisfying any such modification.

14.1.1 **Limitations**. These amounts of coverage shall not constitute any limitation or cap on Motorola's indemnification obligations under Section 12 hereof.

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14.1.2 **Ratings.** Any insurance policy or coverage provided by Motorola or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

14.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

14.1.4 **Adequacy.** City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Motorola pursuant to this Agreement are adequate to protect Motorola. If Motorola believes that any required insurance coverage is inadequate, Motorola will obtain such additional insurance coverage as Motorola deems adequate, at Motorola's sole expense.

14.2 **Workers' Compensation Insurance.** By executing this Agreement, Motorola certifies that Motorola is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Motorola shall carry the insurance or provide for self-insurance required by California law to protect said Motorola from claims under the Workers' Compensation Act. After City's execution of this Agreement but prior to the commencement of any Services, Motorola shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Motorola is self-insured for such coverage, or 2) a certified statement that Motorola has no employees, and acknowledging that if Motorola does employ any person, the necessary certificate of insurance will immediately be filed with City. Motorola shall provide City ten (10) days' prior written notice before modification or cancellation thereof.

14.3 **Commercial General Liability and Automobile Insurance.** After City's execution of this Agreement but prior to the commencement of any Services, Motorola shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Motorola against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Motorola. City, and its officers and employees, shall be included as additional insureds under Motorola's general and automobile policies required by this Agreement.

14.3.1 Motorola's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount of $1,000,000 per occurrence and a general aggregate limit in the amount of $2,000,000.

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14.3.2 Motorola's automobile liability policy shall cover both bodily injury and property damage in an amount of $1,000,000 per occurrence and an aggregate limit of $1,000,000. Motorola's automobile policy shall cover all vehicles used in connection with Motorola's performance of this Agreement, which vehicles shall include, but are not limited to, Motorola-owned vehicles, Motorola-leased vehicles, Motorola's employee vehicles, non-Motorola-owned vehicles and hired vehicles.

14.3.3 After City's execution of this Agreement, copies of insurance certificates along with additional insured endorsements acceptable to City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include City and its officers, and employees, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include:

> The City of Riverside, and its officers and employees, are included as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

14.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Motorola will be considered primary to any other insurance available to City and Endorsement No. CG 20010413 shall be provided to City.

14.4 **Technology Professional Liability including Cyber Liability**. After City's execution of this Agreement but prior to the commencement of any Services, Motorola shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits of $2,000,000 per occurrence or claim, $2,000,000 aggregate, to protect the City from claims resulting from Motorola's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Motorola in this Agreement and shall include, but not be limited to, claims involving:

14.4.1 Breaches of security or privacy;

14.4.2 Data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code;

14.4.3 Participation in a denial of service attack on a third party;

14.4.4 Violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations;

14.4.5 Intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets;

14.4.6 Technology errors and omissions; and

14.4.7 Investigation, notification, and related credit monitoring costs from any of the above.

14.5 **Subcontractors' Insurance.** Motorola shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Technical Professional Liability that may include Cyber Liability, if applicable, and Automobile Liability. Upon City's request, Motorola shall provide City with certificates of insurance that evidence that Subcontractors have obtained insurance policies and coverages required by this section.

15. **Business Tax.** Motorola understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Motorola agrees that Motorola will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

16. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

17. **Accounting Records.** Motorola shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Motorola shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Motorola shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. This provision will not be interpreted to require Motorola to provide proprietary information such as the manufacturing costs for Motorola to manufacture equipment provided under this Agreement.

18.   **City's Right to Employ Other Contractors**. City reserves the right to employ other contractors in connection with the Project. If City is required to employ another contractor to complete Motorola's work due to the failure of the Motorola to perform, or due to the breach of any of the provisions of this Agreement, City reserves the right to seek reimbursement from Motorola, but only after providing written notice of any alleged breach and a reasonable opportunity to cure the breach.

19.   **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Motorola in connection with the performance of this Agreement shall be held confidential by Motorola, except as otherwise directed by City's Contract Administrator. Nothing furnished to Motorola which is otherwise known to the Motorola or is generally known, or has become known, to the related industry shall be deemed confidential. Motorola shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of City.

20.   **Conflict of Interest**. Motorola represents and warrants that by the execution of this Agreement, it has no interest, present or contemplated, in the Project affected by the above-described Services. Motorola further warrants that Motorola does not have any real property, business interests or income interests that will be affected by this Project or, alternatively, that Motorola will file with City an affidavit disclosing any such interest.

21.   **Solicitation**. Except for direct employees of Motorola, Motorola warrants that Motorola has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Motorola only for the value of work Motorola has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Motorola the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22.   **General Compliance with Laws**. Motorola shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Motorola, or in any way affect the performance of services by Motorola pursuant to this Agreement. Motorola shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Motorola represents and warrants that Motorola has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Motorola further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside, provided that if any applicable laws, ordinances, or regulations are amended or newly enacted after the execution of this Agreement, Motorola will have the right to seek compensation for any documented and reasonable additional expenses to perform the Agreement caused by such new or amended laws.

23. **Waiver.** No action or failure to act by City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Motorola and City.

25. **Termination.** City, by notifying Motorola in writing, shall have the right to terminate any or all of Motorola's services and work covered by this Agreement at any time. In the event of such termination, Motorola may submit Motorola's final written statement of the amount of Motorola's services rendered as of the date of such termination, as calculated under SUA II in Exhibit "A" and based upon the ratio that the work completed bears to the total work required to make the report complete. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Motorola thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Motorola, in the event:

25.2.1 Motorola substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Motorola and its permitted successors and assigns, and shall not be assigned by Motorola, either in whole or in part, except as otherwise provided in paragraph 10 of this Agreement.

27. **Venue.** Any action brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

28. **Nondiscrimination.** During Motorola's performance of this Agreement, Motorola shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS), or any condition related thereto, genetic information, marital status, sex, genetic information, gender, gender identity, gender expression, age, or sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Motorola agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

29.   **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

30.   **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Motorola each represent and warrant that they have the legal power, right and actual authority to bind Motorola to the terms and conditions hereof and thereof.

31.   **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

32.   **Interpretation.** City and Motorola acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

32.1   Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

32.2   This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.   **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Service Terms and Conditions
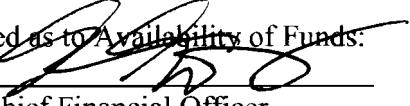Exhibit "C" – Compensation

(Signatures on the following page)

IN WITNESS WHEREOF, City and Motorola have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
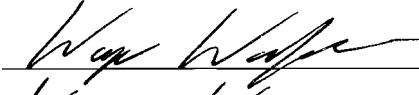a California corporation

By: _____
      City Manager

Attest:_____
        City Clerk

Certified as to Availability of Funds:
By:_____
        Chief Financial Officer

Approved as to Form:

By: _____
      Lauren Sanchez,
      Deputy City Attorney

MOTOROLA SOLUTIONS, INC.,
a Delaware corporation

By: _____

WAYNE WAHLGREN
[Printed Name]

TERRITORY SERVICES DIRECTOR
[Title]

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

(Attached)

- ASTRO 25 System Upgrade Agreement II (SUA II)
- SUAII Master Equipment List (titled FO# Bridged Order Report)
- City of Riverside SUA II: Equipment and Spares for upgrade

MOTOROLA SOLUTIONS

STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

1.1   As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.

1.2   The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.

1.3   ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

1.4   The price quoted for the SUAII requires the Customer to chose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

1.5   ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6   The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

1.7   Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

    1.10.1 Servers
    1.10.2 PC Workstations
    1.10.3 Routers
    1.10.4 LAN Switches

1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

    1.11.1 GTR 8000 Base Stations
    1.11.2 GCP 8000 Site Controllers
    1.11.3 GCM 8000 Comparators
    1.11.4 MCC 7500 Console Operator Positions
    1.11.5 STR 3000 Base Stations
    1.11.6 Quantar Base Stations
    1.11.7 Centracom Gold Elite Console Operator Interface Electronics
    1.11.8 Centracom Gold Elite Central Electronics Banks
    1.11.9 Ambassador Electronics Banks
    1.11.10 Motorola Gold Elite Gateways
    1.11.11 ASTROTAC Comparators
    1.11.12 PSC 9600 Site Controllers
    1.11.13 PBX Switches for Telephone Interconnect
    1.11.14 NFM/NFM XC/MOSCAD RTU

1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

    1.14.1 Review infrastructure system audit data as needed.

    1.14.2 Identify additional system equipment needed to implement a system release, if applicable.

    1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

    1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

    1.14.5 Program management support required to perform the system upgrade.

    1.14.6 Field installation labor required to perform the system upgrade.

    1.14.7 Upgrade operations engineering labor required to perform the system upgrade.

1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.17 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

    2.1.1 Motorola responsibilities

        2.1.1.1 Obtain and review infrastructure system audit data as needed.

        2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.

        2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

        2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

        2.1.1.5 Inform Customer of high speed internet connection requirements.

        2.1.1.6 Assign program management support required to perform the system upgrade.

        2.1.1.7 Assign field installation labor required to perform the system upgrade.

        2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.

        2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless

specifically stated in this document, Motorola will provide this training only once per system.

    2.1.2 Customer responsibilities
- 2.1.2.1   Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2   Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix D. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.3   Assist in site walks of the system during the system audit when necessary.
- 2.1.2.4   Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.5   Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.6   Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.7   Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2   System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

    2.2.1 Motorola responsibilities
- 2.2.1.1   Perform appropriate system backups.
- 2.2.1.2   Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3   Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

    2.2.2 Customer responsibilities
- 2.2.2.1   Validate system maintenance is current.
- 2.2.2.2   Validate that all available patches and antivirus updates to their system have been completed.

2.3   System Upgrade

    2.3.1 Motorola responsibilities
- 2.3.1.1   Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

    2.3.2 Customer responsibilities
- 2.3.2.1   Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2   Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4   Upgrade Completion

2.4.1   Motorola responsibilities
2.4.1.1   Validate all system upgrade deliverables are complete as contractually required.
2.4.1.2   Deliver post upgrade implementation training to the customer as needed, up to once per system.
2.4.1.3   Obtain upgrade completion sign off from the customer.

2.4.2   Customer Responsibilities
2.4.2.1   Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
2.4.2.2   Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
2.4.2.3   Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

3.1   The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2   The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3.3   ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.4   ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

3.5   Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0 Special provisions

4.1   Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

4.2   Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.3   ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

4.4   ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4.5   If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

4.6   The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	·
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14	7.15 (planned)
Nov-13	R7.14	7.15 (planned)	7.16 (planned)
Nov-14	R7.15 (planned)	7.16 (planned)	7.17 (planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

Note: This generic configuration is to be superseded with the System engineer's provided equipment list.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA/SUA II actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0

Appendix C – Security Update Service (SUS) Statement of Work

Please edit this section based on how SUS is proposed or sold to your customer:

1. Note: The City of Riverside (RPD) will be including the SUS in their maintenance agreement.

Appendix D – High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
    - o Port availability must meet or exceed 99.9% (three nines)
    - o Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
    - o Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.

Line Item Report
Page: 1
Date: 02/05/2016 Time: 8:42am
List: CITYOFRIVERSIDE V01

List: CITYOFRIV List ID: SC17524374 Gen: 0

List #	F.O Number	Primary Ship To	Ship Path	Entity	System	Site	SysSeg	Line #	Qty	APC	Nomenclature	Item Description

***** Factory Order Number: 0605016060000   List: CITYOFRIVERSIDE V01

List #	F.O Number	Primary Ship To	Ship Path	Entity	System	Site	SysSeg	Line #	Qty	APC	Nomenclature	Item Description
1	000	1-2	1-1	Staging	CCSI	CityofRiv	LICENSE	1-1	1	877	SQM01SUM0273	MASTER SITE CONFIGURATION
1	000	1-2	1-1	Staging	CCSI	CityofRiv	LICENSE	1-1a	1	877	CA02829AA	ENH: EXPAND 7.15
1	000	1-2	1-1	Staging	CCSI	CityofRiv	LICENSE	1-1b	4	877	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY
1	000	1-2	1-1	Staging	CCSI	CityofRiv	LICENSE	1-1c	3	877	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)

Sub-Totals:
0
CITYOFRIVERSIDE V01

***** Factory Order Number: 0605016060001   List: CITYOFRIVERSIDE V01

List #	F.O Number	Primary Ship To	Ship Path	Entity	System	Site	SysSeg	Line #	Qty	APC	Nomenclature	Item Description
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-2	1	443	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-3	10	443	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-3a	10	443	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIO
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-3b	10	443	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL O
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-3c	10	443	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-3d	10	443	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-3e	10	443	CA00182AB	ADD: AES ALGORITHM
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-3f	10	443	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-4	18	705	DSE000166	ELO 1929LM 19IN LED COLOR MONITOR
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-5	18	705	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-6	18	877	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	001	1-3	1-2	Staging	CCSI	CityofRiv	SURGE	1-7	18	207	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-8	30	443	B1912	MCC SERIES DESKTOP SPEAKER
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-9	30	443	B1912	MCC SERIES DESKTOP SPEAKER
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-10	18	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-11	18	443	B1913	MCC SERIES HEADSET JACK
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-12	18	705	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-13	18	705	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-14	18	443	B1913	MCC SERIES HEADSET JACK
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-15	18	705	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-16	18	705	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-17	18	229	DQACM3151	TRANSMIT FOOT SWITCH
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-18	18	705	T7885	MCAFEE WINDOWS AV CLIENT
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-19	18	229	DDN1245	DUAL IRR SW USB HASP WITH LICENSE (
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-20	18	229	DDN2134	SOUND BLASTER AUDIGY FX PCIE SOUND
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-21	18	705	CDN6673	CREATIVE LABS INSPIRE A60
1	001	1-3	1-2	Staging	CCSI	CityofRiv	SWITCH	1-22	3	147	CLN1859	2620-48 ETHERNET SWITCH
1	001	1-3	1-2	Staging	CCSI	CityofRiv	SWITCH	1-23	6	147	CLN8490A	FRU: MINI GBIC (J4858B)
1	001	1-3	1-2	Staging	CCSI	CityofRiv	SWITCH	1-24	1	207	DSJPM610AR7	PATCH PANEL GIGATRUE CAT6 PATCH PAN
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-81	8	443	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-81a	8	443	CA01642AA	ADD: MCC 7500 CONSOLE FUNCTIO
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-81b	8	443	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL O
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-81c	8	443	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-81d	8	443	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-81e	8	443	CA00182AB	ADD: AES ALGORITHM
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-81f	8	443	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	001	1-3	1-2	Staging	CCSI	CityofRiv	OP_POSIT	1-82	12	443	B1912	MCC SERIES DESKTOP SPEAKER

Sub-Totals:
11
CITYOFRIVERSIDE V01

***** Factory Order Number: 0605016060002   List: CITYOFRIVERSIDE V01

List #	F.O Number	Primary Ship To	Ship Path	Entity	System	Site	SysSeg	Line #	Qty	APC	Nomenclature	Item Description
1	002	1-4	1-3	Staging	CCSI	CityofRiv	ROUTER	1-25	1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	002	1-4	1-3	Staging	CCSI	CityofRiv	ROUTER	1-25a	1	147	CA01816AA	ADD: AC POWER

List #	F.O. Number	Primary Ship To	Ship Path	Entity	System	Site	SysSeg	Line #	Qty	APC	Nomenclature	Item Description
1	002	1-4	1-3	Staging	CCSI	CityofRiv	ROUTER	1-26	1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	002	1-4	1-3	Staging	CCSI	CityofRiv	ROUTER	1-26a	1	147	CA01616AA	ADD: AC POWER
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-27	1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-27a	1	147	CA01616AA	ADD: AC POWER
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-27b	1	147	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-28	1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-28a	1	147	CA01616AA	ADD: AC POWER
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-28b	1	147	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-29	1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-29a	1	147	CA01616AA	ADD: AC POWER
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-29b	1	147	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-30	1	207	DSS66M150	SIEMON M66 PUNCH BLOCK
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CCGW	1-31	1	207	DSS69B	ATC 1 INCH STANDOFF BRACKET FOR M1-
1	002	1-4	1-3	Staging	CCSI	CityofRiv	RACK	1-33	4	207	DS39120C03	TERAFRAME F SERIES GEN 3 CABLE MGMT
1	002	1-4	1-3	Staging	CCSI	CityofRiv	RACK	1-34	4	207	DQ40161072	BUS BAR KIT
1	002	1-4	1-3	Staging	CCSI	CityofRiv	RACK	1-35	2	207	DSTG12610719	LOW PROFILE SHELF, 36"D, BLACK, VEN
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-36	2	207	DSTSJ46CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FO
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-37	1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-38	1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-39	2	207	DSTSJ46CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FO
1	002	1-4	1-3	Staging	CCSI	CityofRiv	RACK	1-40	2	147	CLN1856	2620-24 ETHERNET SWITCH
1	002	1-4	1-3	Staging	CCSI	CityofRiv	RACK	1-41	1	147	CLN8490A	FRU: MINI GBIC (J4858B)
1	002	1-4	1-3	Staging	CCSI	CityofRiv	RACK	1-42	2	207	DSJPM610AR7	PATCH PANEL GIGATRUE CAT6 PATCH PAN
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-43	1	207	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTIO
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-44	8	207	DS37502831	BREAKER KIT AIRPAX 5AMP SNAPAC, FOR
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-45	2	207	DS37502841	BREAKER KIT AIRPAX 10AMP SNAPAC, FO
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-46	1	207	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTIO
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-47	8	207	DS37502831	BREAKER KIT AIRPAX 5AMP SNAPAC, FOR
1	002	1-4	1-3	Staging	CCSI	CityofRiv	SURGE	1-48	2	207	DS37502841	BREAKER KIT AIRPAX 10AMP SNAPAC, FO
1	002	1-4	1-3	Staging	CCSI	CityofRiv	KVM	1-68	2	229	DDN2093	17IN LCD DRAWER WITH KEYBOARD AND M
1	002	1-4	1-3	Staging	CCSI	CityofRiv	GCP8000	1-73	1	112	T7038	GCP 8000 SITE CONTROLLER
1	002	1-4	1-3	Staging	CCSI	CityofRiv	GCP8000	1-73a	1	112	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	002	1-4	1-3	Staging	CCSI	CityofRiv	GCP8000	1-73b	1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	002	1-4	1-3	Staging	CCSI	CityofRiv	GCP8000	1-73c	1	112	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
1	002	1-4	1-3	Staging	CCSI	CityofRiv	GCP8000	1-73d	1	112	U752AB	INC: POWER CABLE US
1	002	1-4	1-3	Staging	CCSI	CityofRiv	GCP8000	1-73e	1	112	X599AE	INC: PACKING,FIELD INSTALL
1	002	1-4	1-3	Staging	CCSI	CityofRiv	GCP8000	1-73f	1	112	CA00291AA	INTERNAL OPTION
1	002	1-4	1-3	Staging	CCSI	CityofRiv	GCP8000	1-73g	1	112	CA00201AC	INC: SC RDM HARDWARE
1	002	1-4	1-3	Staging	CCSI	CityofRiv	GCP8000	1-73h	1	112	CA01155AA	INC: MCC 7500 CONVEN SITE OPER
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CAM	1-74	1	443	BVN1013	MKM 7000 Console Alias Manager Soft
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CAM	1-75	1	708	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CAM	1-76	1	708	T7685	MCAFEE WINDOWS AV CLIENT
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CAM	1-77	1	877	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	002	1-4	1-3	Staging	CCSI	CityofRiv	CAM	1-78	1	708	DSE000166	ELO 1929LM 19IN LED COLOR MONITOR
1	002	1-4	1-3	Staging	CCSI	CityofRiv	RACK	1-88	2	207	DSFF1G1138C42B	45U TERAFRAME CABINET 84.6MM X23.6M

Sub-Totals:
n
CITYOFRIVERSIDE V01

***** Factory Order Number: 0605016060003   List: CITYOFRIVERSIDE V01

List #	F.O. Number	Primary Ship To	Ship Path	Entity	System	Site	SysSeg	Line #	Qty	APC	Nomenclature	Item Description
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-49	1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-49a	1	147	CA01616AA	ADD: AC POWER
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-49b	1	147	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-50	2	443	B1912	MCC SERIES DESKTOP SPEAKER
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-51	2	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-52	2	443	B1913	MCC SERIES HEADSET JACK
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-53	1	229	DQACM3151	TRANSMIT FOOT SWITCH
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-54	1	708	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-55	1	443	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-55a	1	443	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-55b	1	443	CA00182AB	ADD: AES ALGORITHM
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-56	1	147	CLN1859	2620-48 ETHERNET SWITCH
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-57	2	147	CLN8490A	FRU: MINI GBIC (J4858B)
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-58	2	207	DS37502831	BREAKER KIT AIRPAX 5AMP SNAPAC, FOR
1	003	1-5	1-4	Staging	CCSI	CityofRiv	SPARES	1-59	2	207	DS37502841	BREAKER KIT AIRPAX 10AMP SNAPAC, FO

Sub-Totals:

List #	F.O. Number	Primary Ship To	Ship Path	Entity	System	Site	SysSeg	Line #	Qty	APC	Nomenclature	Item Description

CITYOFRIVERSIDE V01

**** Factory Order Number: 0605016060004 List: CITYOFRIVERSIDE V01

1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Verint	1-60	1	443	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Verint	1-61	1	443	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Verint	1-61a	1	443	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE S
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Verint	1-61b	1	443	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Verint	1-61c	1	443	CA00182AB	ADD: AES ALGORITHM
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Verint	1-61d	1	443	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Verint	1-62	1	706	T7885	MCAFEE WINDOWS AV CLIENT
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Verint	1-63	1	706	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Evide	1-64	1	443	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Evide	1-65	1	443	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Evide	1-65a	1	443	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE S
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Evide	1-65b	1	443	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Evide	1-65c	1	443	CA00182AB	ADD: AES ALGORITHM
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Evide	1-65d	1	443	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Evide	1-66	1	706	T7885	MCAFEE WINDOWS AV CLIENT
1	004	1-6	1-5	Staging	CCSI	CityofRiv	AIS Evide	1-67	1	706	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
1	004	1-6	1-5	Staging	CCSI	CityofRiv	CNI	1-79	1	147	T8126	FORTINET FIREWALL APPLIANCE
1	004	1-6	1-5	Staging	CCSI	CityofRiv	Genesis	1-80	1	706	TT2266	GENWATCH3 ATIA ADD-ON
1	004	1-6	1-5	Staging	CCSI	CityofRiv	Genesis	1-80a	1	706	TT05417AA	GW3-ATIA CLIENT LICENSES (SOLD IN G
1	004	1-6	1-5	Staging	CCSI	CityofRiv	Genesis	1-80b	1	706	TT05418AA	GW3-ATIA CLIENT HARDWARE
1	004	1-6	1-5	Staging	CCSI	CityofRiv	CNI	1-87	1	147	T8126	FORTINET FIREWALL APPLIANCE

Sub-Totals:
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CITYOFRIVERSIDE V01

**** Factory Order Number: 0605016060005 List: CITYOFRIVERSIDE V01

1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-72	1	201	TKN8209	CABLE KEYLOAD MX
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-83	2	705	WPLN6904A	KEYLOAD CABLE FOR APX7000
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-84	1	201	TKN8531C	CABLE FOR RNC, DIU, MGEG
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-85	1	201	T7537B	KVL 4000 PDA SNAP-ON
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-85a	1	201	U239AD	ADD: ASTRO 25 MODE
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-85b	1	201	CA01598AA	ADD: AC LINE CORD US
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-85c	1	201	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-85d	1	201	C543	ADD: CABLE FOR RNC, DIU, MGEG
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-85e	1	201	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-85f	1	201	CA01547AA	INT: KMF OPERATION
1	005	1-7	1-6	Staging	CCSI	CityofRiv	KVL4000	1-86	2	514	HKN6182B	CABLE KEYLOADING ADAPTER CGA/

Sub-Totals:
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CITYOFRIVERSIDE V01

Grand Total:
0

This Report summarizes the following Lists COMBINED:

List ID	Gen	Customer	List Name
SC-1752-4374	0	RIVERSIDE, C 1 - CITYOFRIVERSIDE V01	

Total of 1 lists.

Summary of Address Locations

Address Code: 1 - 0   (Ship-To)
RIVERSIDE, CITY OF
GERRY DESILVA   6066885
3900 MAIN ST
RIVERSIDE CA 92522
714-351-6160

List #	F O Number	Primary Ship To	Ship Path	Entity	System	Site	SysSeg	Line #	Qty	APC	Nomenclature	Item Description
	Address Code: MOTOROLA SOLUTIONS, INC. CCSI BAY 3 City of Riverside 1305 E ALGONQUIN RD SCHAUMBURG IL 60196 847-	1 - 2	(Ship-To)									
	Address Code: MOTOROLA SOLUTIONS, INC. CCSI BAY 3 City of Riverside 1305 E ALGONQUIN RD SCHAUMBURG IL 60196 847-	1 - 3	(Ship-To)									
	Address Code: MOTOROLA SOLUTIONS, INC. CCSI BAY 3 City of Riverside 1305 E ALGONQUIN RD SCHAUMBURG IL 60196 847-	1 - 4	(Ship-To)									
	Address Code: MOTOROLA SOLUTIONS, INC. CCSI BAY 3 City of Riverside 1305 E ALGONQUIN RD SCHAUMBURG IL 60196 847-	1 - 5	(Ship-To)									
	Address Code: MOTOROLA SOLUTIONS, INC. CCSI BAY 3 City of Riverside 1305 E ALGONQUIN RD SCHAUMBURG IL 60196 847-	1 - 6	(Ship-To)									
	Address Code: MOTOROLA SOLUTIONS, INC. CCSI BAY 3 City of Riverside 1305 E ALGONQUIN RD SCHAUMBURG IL 60196 847-	1 - 7	(Ship-To)									
	Address Code: RIVERSIDE, CITY OF GERRY DESILVA 3900 MAIN ST RIVERSIDE CA 92522 714-351-6160	1 - 0	(UK Dest)									

City of Riverside PD SUAII Audit 5/04/17	Audit
AIS workstations - VPM	
Quantity of VPM equiped Archiving Interface Servers (**Secure Capable**)	2
HP model of VPM equiped Archiving Interface Servers (XW4600, Z400)	Z440
Microsoft Operating System.　　　　　　　(XP, Vista, Windows 7)	WIN 7
Quantity of OVER THE ETHERNET KEYING (OTEK) OPERATION	0
MCC 7500 workstations - VPM	
Quantity of MCC 7500 Dispatch Position (**Clear only**)	0
HP model of MCC 7500 Dispatch Position (XW4600, Z400)	N/A
Microsoft Operating System. (XP, Vista, Windows 7)	N/A
Quantity of MCC 7500 Dispatch Position (**Secure Capable**)	18+1
HP model of MCC 7500 Dispatch Position (XW4600, Z400)	Z440
Microsoft Operating System.　(XP, Vista, Windows 7)	Win 7
Quantity of MCC 7500 Dispatch Positions running **IRR**.	18
IRR software version?	V45
IRR hardware key (HASP) type:　parallel or USB	USB
Quantity of MCC 7500 Dispatch Positions running **RCM**.	0
Quantity of OVER THE ETHERNET KEYING (OTEK) OPERATION	0
GCP 8000 Conventional Site Controller	
Quantity of GCP8000 Conventional Site Controllers?	1
SDM3000 used as MCC7500 AUX I/O	
Quantity of SDM3000 units used as MCC7500 AUX I/O units?	0
MCC 7500 DISPATCH API SOFTWARE DEVELOPMENT KIT	
Has the MCC7500 API been purchased? (B1925)	YES
Standalone Console Alias Manager (CAM)	
Quantity of MKM 7000 Console Alias Managers	1
HP model of MKM 7000 Console Alias Managers	Z440
FireWall	
Indicate the number of Firewalls that are in each zone (Alteon ASF5105, 5106 or Juniper SSG520, SSG140, Juniper ISG1000, Fortigate 100D)	2
List model # of each Firewall unit.	100D

6/22/17 City of Riverside SUA II: Equipment and Spares for upgrade.

Qty	Description
	City of Riverside PD Spares
1	GGM 8000 GATEWAY
1	ADD: AC POWER
1	ADD: HIGH DENSITY ENH CONV GATEWAY
2	MCC SERIES DESKTOP SPEAKER
2	MCC SERIES DESKTOP GOOSENECK MICROP
2	MCC SERIES HEADSET JACK
1	TRANSMIT FOOT SWITCH
1	COMPUTER, Z440 WORKSTATION WINDOWS
1	MCC 7500 VOICE PROCESSOR MODULE FRU
1	ADD: MCC 7500 SECURE OPERATION
1	ADD: AES ALGORITHM
1	2620-48 ETHERNET SWITCH
2	FRU: MINI GBIC (J4858B)
2	BREAKER KIT AIRPAX 5AMP SNAPAC, FOR
2	BREAKER KIT AIRPAX 10AMP SNAPAC, FO

EXHIBIT "B"

SERVICE TERMS AND CONDITIONS

(Attached)

- Service Terms and Conditions

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the City of Riverside ("City") hereby agree as follows:

Section 1   SCOPE OF SERVICES

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

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

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

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

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

1.6   If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced because it is obsolete or at the end of its useful life, Parties can agree to modify the scope of Services related to that Equipment or increase the price to Service that Equipment. If Parties cannot reach a mutual agreement, then the Equipment will be removed from the Agreement and the Agreement price will be reduced to account for the removal.

Section 2   EXCLUDED SERVICES

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

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

Section 3   TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at City's location, City will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment

is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, City agrees to reimburse Motorola for those charges and expenses.

Section 4   CUSTOMER CONTACT

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

Section 5   PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice City in advance for each payment period. All other charges will be billed monthly, and City must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. City will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 6   WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of one-hundred and eighty days (180) days from the date the performance of the Services are completed. In the event of a breach of this warranty, City's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 7   DEFAULT/TERMINATION

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

7.2.   Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by City to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 8   LIMITATION OF LIABILITY

Except for personal injury or death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twenty-four (24) months of Service

provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. 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. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 9 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

9.1. During the term of this Agreement, the Parties may provide each other with Confidential Information. Subject to the requirements of any applicable public records law including the California Public Records Act (California Government Code sections 6252 et seq.), each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

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

Section 10 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 11 MATERIALS, TOOLS AND EQUIPMENT

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

Section 12 GENERAL TERMS

12.1.   If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

12.2.   This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

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

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

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

EXHIBIT "C"

COMPENSATION

Amount not to exceed $528,441. Riverside Upgrade Services Spreadsheet attached.

City of Riverside PD										
Lifecycle Products SUA II	Fiscal Yr 16/17	Fiscal Yr 17/18	Fiscal Yr 18/19	Fiscal Yr 19/20	Fiscal Yr 20/21	Fiscal Yr 21/22	Fiscal Yr 22/23	Fiscal Yr 23/24	Fiscal Yr 24/25	Fiscal Yr 25/26
	July 1st-June 30th	July 1st-June 30th	July 1st-June 30th	July 1st-June 30th	July 1st-June 30th	July 1st-June 30th	July 1st-June 30th	July 1st-June 30th	July 1st-June 30th	July 1st-June 30th
SUA II - TOTALS	$51,758.00	$51,758.00	$52,276.00	$53,007.00	$53,107.00	$53,107.00	$53,207.00	$53,307.00	$53,407.00	$53,507.00