

## **Communications System Agreement**

Motorola, Inc., a Delaware corporation, ("Motorola"), and Contra Costa County ("Customer") enter into this Communications System Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

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

### **Section 1      EXHIBITS**

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between Exhibits A through E will be resolved in the order in which they are listed.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated March 3, 2008
C-2	"Equipment List" dated March 3, 2008
C-3	"Statement of Work" dated February 6, 2007
C-4	"Acceptance Test Plan" or "ATP" dated November 18, 2008
C-5	"Performance Schedule" dated March 3, 2008
Exhibit D	"System Acceptance Certificate"

### **Section 2      DEFINITIONS**

Capitalized terms used in this Agreement shall have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

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

"Contract Price" means the price for the System, exclusive of any applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last party to sign this Agreement has executed it.

"Equipment" means the equipment listed in the Equipment List that Customer is purchasing from Motorola under this Agreement.

"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 Software" means Software that Motorola or its affiliated company owns.

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

"Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.

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

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the System or Equipment and which may be listed on the Equipment List

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

"Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.

"System" means the Equipment, Software, services, supplies, and incidental hardware and materials combined together into a system as more fully described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

### **Section 3      SCOPE OF AGREEMENT AND TERM**

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

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

3.3.    **TERM.** Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the date of System Acceptance or expiration of the warranty period as set forth in Section 9, whichever occurs last.

3.4.    **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date of this Agreement, Customer may order additional Equipment or Software provided it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place such orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for such MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://motonline.mot.com> and the MOL telephone number is (800) 814-0601.

3.5.    **MAINTENANCE SERVICE.** During the warranty period for the Equipment and Software, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment or

Software during the warranty period, or any maintenance and support services for the Equipment or Software after the warranty period, the description of and pricing for such services will be set forth in a separate document.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement (other than software development kits, if applicable, which have separate software license agreements). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to (i) determine whether any Open Source Software will be provided under this Agreement; and if so, (ii) identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where such license may be found); and (iii) provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

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

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

#### **Section 4      PERFORMANCE SCHEDULE**

Motorola and Customer agree that they will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with performance of this Agreement.

## **Section 5      CONTRACT PRICE, PAYMENT AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$949,876.00. If applicable, a pricing summary is included with the Payment Schedule.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** All freight charges will be pre-paid by Motorola and added to the invoices. Title to the Equipment will pass to Customer upon shipment, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

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The city which is the ultimate destination where the Equipment will be delivered to Customer is:

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

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

## **Section 6      SITES AND SITE CONDITIONS**

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

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. 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.



6.3. **SITE ISSUES.** If Motorola or Customer 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, Motorola and Customer will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If such 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 or Performance Schedule, or both, by a change order.

## **Section 7      TRAINING**

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

## **Section 8      SYSTEM ACCEPTANCE**

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

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for such Subsystem or phase, and the parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes that the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of such failure. If Customer does not provide to Motorola such 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.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities under this Agreement 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 Motorola will not unreasonably withhold. 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.

8.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance and 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 in the appropriate place on the System Acceptance Certificate.

## **Section 9      REPRESENTATIONS AND WARRANTIES**

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is

attached to or used in connection with the System or for reasons beyond Motorola's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; (iii) the addition of frequencies at System sites that cause RF interference or intermodulation; (iv) Customer changes to load usage or configuration outside the Specifications; or (v) any acts of parties who are beyond Motorola's control.

**9.2. EQUIPMENT WARRANTY.** For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, 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.

**9.3. MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, for one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, 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.

**9.4. 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; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

**9.5. WARRANTY CLAIMS.** For Customer to assert a claim that the Equipment or Motorola Software does not conform to these warranties, Customer must notify Motorola in writing of the claim before the expiration of the warranty period. Upon receipt of such 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. Such action will be the full extent of Motorola's liability hereunder. 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 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.

**9.6. 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.

**9.7. 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.

## **Section 10 DELAYS**

10.1. **FORCE MAJEURE.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

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

## **Section 11     DISPUTES**

11.1. **SETTLEMENT PREFERRED.** Motorola and Customer, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Motorola and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

11.2. **LITIGATION.** Any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above in Section 11.1 may be submitted by either party to a court of competent jurisdiction in the state in which the System is installed. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

## **Section 12     DEFAULT AND TERMINATION**

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

12.2. **FAILURE TO CURE.** If a defaulting party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 15.1). If Customer is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer agrees to use its best efforts to mitigate such costs and to provide Motorola with detailed invoices substantiating the charges.

### **Section 13 INDEMNIFICATION**

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

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

### **13.3. PATENT AND COPYRIGHT INFRINGEMENT.**

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

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer 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 Customer a credit for such 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.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) 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; (iii) any Equipment that is not Motorola's design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by Customer 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 and Motorola Software or any parts thereof.

## **Section 14      LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. 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 will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

## **Section 15      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **15.1.    CONFIDENTIAL INFORMATION.**

15.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

15.1.2. Each party will: (i) 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; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby 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.

### **15.2.    PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.**

15.2.1. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the



Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property.

15.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **Section 16 GENERAL**

16.1. **TAXES.** The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Motorola's income or net worth), all of which will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

16.2. **ASSIGNABILITY.** Neither party may assign this Agreement without the prior written consent of the other party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

16.3. **SUBCONTRACTING.** Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement.

16.4. **WAIVER.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.5. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16.6. **INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

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

16.8. **GOVERNING LAW.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

16.9. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals,



and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

16.10. NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Motorola, Inc.  
Attn: Commercial Law Dept.  
6450 Sequence Drive  
San Diego, CA 92121  
fax: 858 404-2594

Customer  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
fax: \_\_\_\_\_

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

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

16.13. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

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

Motorola, Inc.

Customer

By: [Signature]  
Name: Daniel J. Delaney  
Title: MSSI Vice President  
Date: 2-27-09

By: [Signature]  
Name: Ed Woo  
Title: CIO  
Date: 5/20/09

Approved: [Signature]  
By: [Signature]  
Designee

FORM APPROVED  
SILVANO B. MARCHESI, County Counsel  
By Deputy [Signature]

**Exhibit A**

**Software License Agreement**

## **Exhibit A**

### **SOFTWARE LICENSE AGREEMENT**

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and Contra Costa County ("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 only 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 as stated in the Primary Agreement (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 may assign this SLA to the East Bay Regional Communications System Authority (EBRCSA) at the licensee's discretion otherwise 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, with prior approval by the licensee. Licensee's may not unreasonably withhold or delay approval.

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

**13.5. 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 this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

**13.8. 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.

**Exhibit B**

**Payment Schedule**

## Pricing Summary and Payment Terms

### System Integration of P25 RF Site Equipment - EBRCS

Description	Qty	Unit Cost	Extended Cost
Equipment list and Statement of Work	1	\$919,876.00	\$919,876.00
		Subtotal	\$919,876.00
		Sales Tax	30,095.00
		Freight	N/A
		Total	\$949,971.00

### Payment Terms

➤ Execution of Contract	30%	\$ 284,991.30
➤ Shipment of Staged RF Equipment from Motorola CCSI to the Field Staging Area	50%	\$ 474,985.50
➤ Completion of installation	10%	\$ 94,997.10
➤ Project Finalization	10%	\$ 94,997.10

Payment due Net 30 Days from Invoice Date

## Exhibit C

### Technical and Implementation Documents

C-1

# *System Description*

*Contra Costa West Cell System*

*-Nichol Knob (RF Site)*



# SYSTEM DESCRIPTION

---

Motorola is providing this proposal for the Nichol Knob site located in the Point Richmond area of the Contra Costa West Cell. The Nichol knob site will complete the equipment requirements for the implementation of the Contra Costa West Cell design.

This system description provides information regarding the equipment for the Nichol Knob site and identifies the existing equipment that has been purchased and is ready to implement in the Contra Costa County West Cell. At the completion of the installation and optimization of the sites listed below, Motorola will perform a Coverage Acceptance Test Plan (CATP) of the completed Contra Costa West Cell.

- **CCC West:**

*The following 4 sites use 10 channels to cover the populated West portion of Contra Costa County*

1. Nichol Knob
2. 10900 San Pablo
3. Pearl Reservoir
4. Turquoise – Prime Site

- **Nichol Knob (RF Site)**

The Nichol Knob site is an underground shelter that is shared between the City of Richmond's trunked system and Contra Costa County (County). The shelter is split in half with Richmond on one side and County on the other.

This site will require special care when bringing this equipment into the shelter due to the weight and narrow opening at the top of the shelter. Motorola has done a preliminary site walk with County to identify ways to create room for the new site equipment. The easiest method identified requires the re-location of some of the existing equipment to a wall mount or over-head mounting method.

The existing tower used for the antenna systems is loaded fairly well. It may required that some existing antennas be removed or re-located to accommodate the two Omni antennas required for the CCC West 10 channel system.

The installation at this site will require some collaboration between County and the City of Richmond. The open wall or ceiling areas available for the relocation of equipment is located on the Richmond portion of the shelter.

Nichol Knob Equipment List

Qty	Nomenclature	Description
3	TRN7343	SEVEN AND A HALF FOOT RACK
2	DSJ4900B	HP PROCURVE SWITCH 2626B
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2511	S2500 FLEXWAN DAUGHTER BOARD
1	DSPREM1203F	CABLE 5FT DB25M TO V.35F STRAIGHT
1	DKN6119	CABLE,V.35,FLEXWAN,DTE 10FT
1	DSTRAK92003DC	DISTRIBUTION CHASSIS
3	DSTRAK91061	FOUR PORT DDM
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
8	TDN9714	1/4" CONN N MALE S FLEX PLTD
150	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSER 800
2	DSPREM880460	CPU 2T1 E1 RCON BUS-CONNECT
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
2	DSPREM890220	DC POWER SUPPLY 48 VDC
1	DSPREM821260	2 PORT V 35 HSU CARD WITH DB25F
2	DSPREM822560	10 PORT LD-SRU CARD
2	DSPREM801065	DUAL T1 E1 WAN CARD
4	DSPREM81230	CSU PLUG IN MODULE
2	DSPREM1239	Y ADAPTER 1:1 WAN REDUNDANCY
10	T7039	GTR 8000 BASE RADIO
10	X153AW	ADD: RACK MOUNT HARDWARE
10	CA00855AA	ADD: 700/800 MHZ MID POWER
10	CA00025AF	ADD: CIRCUIT BASED MULTISITE BASE R
1	F4544	SITE MANAGER ADVANCED
3	V592	AAD TERM BLCK & CONN WI
1	V260	ADD: 48 VDC PS TO SM
1	V803	ADD: SDM3000 ASTRO F/W FOR A6.7/7.0
1	F4568	R-MUX 1004
		325 AMP 48VDC N+1 REDUNDANT POWER
1	DQLMHF6325148AL1	S
1	DQWLBG800MST	800 AH 48 VDC MEDIUM RATE VLRA BATT
12	DQSP4KHAM20B1A	BREAKER, 20 AMP

8	DQSP4KHAM10B1A	BREAKER, 10 AMP
6	DQSP4KHAM5B1A	5A CIRCUIT BREAKERS
3	DQSP4KCDPD100B1A	BREAKER, CDPD, 100 AMP
3	DQBPKR1948VL18R	48 VDC 19" RACK MOUNT BREAKER
3	DQBCKKBPKR	PANEL
		CLEAR REAR COVER BPKR PANEL
		120V 2-20A RACK MOUNT SURGE
1	DS1400	PROTECT
2	BLN6200	AC POWER STRIP, 6 OUTLET
1	DQ7489A06211TA10PR	MULTICOUPLER TXRX 806-869 MHZ 10 CH
2	DQBCD80010EDIN25	OMNI DIRECTIONAL ANTENNA 10 DBD, 80
2	DSL4PDMRC	1/2" 7-16 DIN MALE RING FLARE CONN
100	L1705	1/2" LDF HELIAX POLY JKT PER FT
3	TT05057AA	ADD: 7-16 DIN MALE, PS, ANTENNA END
1	TT05061AA	ADD: N MALE, PS, ANTENNA END
2	DSL5TDFPS	7-16 DIN FEMALE CONNECTOR - POSITIV
150	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
		PCS MICRO FILTER PROTECTOR W/BF
1	DSDSXLMABF	BRA
		COMBINER PROTECTOR 800-2300 MHZ
1	DSXLDMABF	DIN
2	CDN6579	1/2" N MALE PLATED CONNECTOR
2	DSF4PDMV2C	1/2" 7/16 DIN MALE CONN SFLEX
100	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	CDN6579	1/2" N MALE PLATED CONNECTOR
1	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
3	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
4	TDN9289	CABLE WRAP WEATHERPROOFING
150	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
4	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
1	DSL6SGRIP	1-1/4" SUPPORT HOIST GRIP
		DIN FEMALE TRIMETAL CONNECTOR -
2	DSL6TDFPS	POS
1	DSL4APDMDM6	1/2" JUMPER 7/16 DIN MALE 6'
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DDN9385	N FEMALE, POSITIVE STOP
1	CDN1159A	1/2" SF CONN 7-16 DIN MALE RA

System: CCCC West  
Site Nicol Knob

Exhibit C-2 3-3-08

Item Num	Qty	Nomenclature	Description	Entity
1	3	TRN7343	SEVEN AND A HALF FOOT RACK	Staging
2	2	DSJ4900B	HP PROCURVE SWITCH 2626B	Staging
3	1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	Staging
4	1	ST2511	S2500 FLEXWAN DAUGHTER BOARD	Staging
5	1	DSPREM1203F	CABLE 5FT DB25M TO V.35F STRAIGHT	Staging
6	1	DKN6119	CABLE,V.35,FLEXWAN,DTE 10FT	Staging
7	1	DSTRAK92003DC	DISTRIBUTION CHASSIS	Staging
8	3	DSTRAK91061	FOUR PORT DDM	Staging
9	1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM	Staging
10	8	TDN9714	1/4" CONN N MALE S FLEX PLTD	Staging
11	150	L1700	1/4" SUPERFLEX POLY JKT PER FOOT	Staging
12	1	DSPREM891830	UNIVERSAL ENCLOSURE TENSER 800	Staging
13	2	DSPREM880460	CPU 2T1 E1 RCON BUS-CONNECT	Staging
14	1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM	Staging
15	2	DSPREM890220	DC POWER SUPPLY 48 VDC	Staging
16	1	DSPREM821260	2 PORT V 35 HSU CARD WITH DB25F	Staging
17	2	DSPREM822560	10 PORT LD-SRU CARD	Staging
18	2	DSPREM801065	DUAL T1 E1 WAN CARD	Staging
19	4	DSPREM81230	CSU PLUG IN MODULE	Staging
20	2	DSPREM1239	Y ADAPTER 1:1 WAN REDUNDANCY	Staging
21	10	T7039	GTR 8000 BASE RADIO	Staging
21a	10	X153AW	ADD: RACK MOUNT HARDWARE	Staging
21b	10	CA00855AA	ADD: 700/800 MHZ MID POWER	Staging
21c	10	CA00025AF	ADD: CIRCUIT BASED MULTISITE BASE R	Staging
22	1	F4544	SITE MANAGER ADVANCED	Staging
22a	3	V592	AAD TERM BLCK & CONN WI	Staging
22b	1	V260	ADD: 48 VDC PS TO SM	Staging
22c	1	V803	ADD: SDM3000 ASTRO F/W FOR A6.7/7.0	Staging
23	1	F4568	R-MUX 1004	Staging
24	1	DQLMHF6325148AL1	325 AMP 48VDC N+1 REDUNDANT POWER S	Field
25	1	DQWLBG800MST	800 AH 48 VDC MEDIUM RATE VLRA BATT	Field
26	12	DQSP4KHAM20B1A	BREAKER, 20 AMP	Staging
27	8	DQSP4KHAM10B1A	BREAKER, 10 AMP	Staging
28	6	DQSP4KHAM5B1A	5A CIRCUIT BREAKERS	Staging
29	3	DQSP4KCDPD100B1A	BREAKER, CDPD, 100 AMP	Field
30	3	DQBPKR1948VL18R	48 VDC 19" RACK MOUNT BREAKER PANEL	Staging
31	3	DQBCKKBPKR	CLEAR REAR COVER BPKR PANEL	Staging
32	1	DS1400	120V 2-20A RACK MOUNT SURGE PROTECT	Staging
33	2	BLN6200	AC POWER STRIP, 6 OUTLET	Staging
34	1	DQ7489A06211TA10PR	MULTICOUPLER TXRX 806-869 MHZ 10 CH	Field
35	2	DQBCD80010EDIN25	OMNI DIRECTIONAL ANTENNA 10 DBD, 80	Field
36	2	DSL4PDMRC	1/2" 7-16 DIN MALE RING FLARE CONN	Field
37	100	L1705	1/2" LDF HELIAX POLY JKT PER FT	Field
37a	3	TT05057AA	ADD: 7-16 DIN MALE, PS, ANTENNA END	Field
37b	1	TT05061AA	ADD: N MALE, PS, ANTENNA END	Field
38	2	DSL5TDFPS	7-16 DIN FEMALE CONNECTOR - POSITIV	Field
39	150	L3323	7/8" AVA HELIAX POLY JKT PER FOOT	Field

40	1	DSDSXLMABF	PCS MICRO FILTER PROTECTOR W/BF BRA	Field
41	1	DSXLDMABF	COMBINER PROTECTOR 800-2300 MHZ DIN	Field
42	2	CDN6579	1/2" N MALE PLATED CONNECTOR	Field
43	2	DSF4PDMV2C	1/2" 7/16 DIN MALE CONN SFLEX	Field
44	100	L1702	1/2" SUPERFLEX POLY JKT PER FOOT	Field
45	2	CDN6579	1/2" N MALE PLATED CONNECTOR	Field
46	1	DSL5SGRIP	7/8" SUPPORT HOIST GRIP	Field
47	3	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT	Field
48	4	TDN9289	CABLE WRAP WEATHERPROOFING	Field
49	150	L1713	1-1/4" LDF HELIAX POLY JKT PER FT	Field
50	4	TDN7547	1-1/4" CABLE GROUND CLAMP KIT	Field
51	1	DSL6SGRIP	1-1/4" SUPPORT HOIST GRIP	Field
52	2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POS	Field
53	1	DSL4APDMDM6	1/2" JUMPER 7/16 DIN MALE 6'	Field
54	2	TDN9289	CABLE WRAP WEATHERPROOFING	Field
55	1	DDN9385	N FEMALE, POSITIVE STOP	Field
56	1	CDN1159A	1/2" SF CONN 7-16 DIN MALE RA	Field

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C-3

## *Statement of Work*



# PHASE 2 - COCO INFRASTRUCTURE EXPANSION

## *DESIGN REVIEW*

### **General Information**

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the expansion of the Contra Costa County West Cell System (CC West) under the contract with Alameda County for Contra Costa County (County). The System Description provides information on the equipment implemented under this scope. A System Description is included in this proposal.

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

This Statement of Work is an Appendix to the full project SOW, and all the general responsibilities, as well as the project initiation and project closure descriptions apply to this SOW.

The County and Motorola will review the CC West design through analysis of the system connectivity and frequencies, as mutually agreed between Motorola and the County. Motorola will present design materials such as system diagrams, interference and intermodulation analyses, etc. Design Review tasks and responsibilities are described in greater detail in the following sections of this SOW. Motorola and the County deliverables and responsibilities are defined in the Responsibility Matrix below.

### *Responsibility Matrix*

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

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM EXPANSION PROJECT  
PROJECT 25 COMMUNICATIONS SYSTEM**

Task	Responsibility	Deliverable
Motorola will deliver coverage maps based on the specific site locations and antenna placement, as well as the specific parameters of the FCC licenses. These coverage maps will represent the portions of the simulcast cells that will be implemented. Since no one simulcast cell within the two county design is completed by this expansion, these maps will not represent the final coverage.	Final Coverage Design	Coverage Maps: 95% Reliable Portable Coverage Maps
The County will provide a list of frequencies for use within the new sites for the CC West. Any changes to the frequency list may result in additional engineering design effort, which can be provided through the change order process.	Motorola and the County	Agreement of site location and configuration
Motorola will evaluate each site within the coverage design for its compatibility with the identified frequencies. Frequency compatibility with the identified sites will drive the configuration of the CC West simulcast cell.	Motorola	Evaluation of Frequency Compatibility with Sites.
Motorola will execute intermodulation analysis, based on a computer model, and identify any IM hits based on that analysis. Motorola will make recommendations to the County to alleviate IM problems that are discovered through this process.	Motorola	Computer Based Intermodulation Analysis & Other County Frequency Recommendations
Motorola and the County will define the requirements for the CC West connectivity based on the following requirements: New CC West Sites and Channels Legacy system Expansion	Motorola and the County	Connectivity Requirements
Motorola will provide link specifications and system microwave requirements to the County.	Motorola	Connectivity and Design Specifications
The County will approve the design and technical specifications.	Motorola	Connectivity Design and Technical Specifications
Motorola and the County will finalize the project implementation schedule.	Motorola and the County	Project Schedule

Task	Responsibility	Deliverable
<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> <ul style="list-style-type: none"> <li>■ Motorola will update the equipment list as necessary to accommodate the specifics of the Design Review.</li> <li>■ Motorola will update the System Description to reflect changes in the system design.</li> <li>■ Motorola will update the system drawings and documentation to reflect changes in the system design.</li> <li>■ Motorola will update the SOW to reflect changes in the implementation scope.</li> <li>■ Motorola and the County will finalize the implementation schedule.</li> </ul> <p>Motorola will submit a final Design Document to the 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>
The County will review the work performed by Motorola and sign an approval document for the Design Review	County	Approval Statement

## Site Survey/Preparation

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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 the County is responsible for Site Readiness.

### *Responsibility Matrix*

Task	Responsibility	Deliverable
<b>Site Access:</b> The 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. The County will provide existing site and system drawings as available.	County	Site Access And Existing System Documentation
<b>Site Readiness Audits:</b> Motorola will perform a R56 site audit to verify site readiness. 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.	Motorola	Site Audit Reports
Motorola will provide site improvement costs to the County based on the Site Readiness Audits if necessary.	Motorola and the County	Defined Site Improvement Scope
Recommended site upgrades that are not implemented remain the responsibility of the County.	County	Sites that meet Site Readiness Requirements
The County will provide any permits and licenses that are identified for the system.	County	Approved Licenses and Permits

### *Completion Criteria*

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

## Order Processing

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### *Description*

Motorola will execute major subcontracts.

### *Responsibility Matrix*

Task	Responsibility	Deliverable
Motorola will execute major subcontracts	Motorola	Subcontracts in place

### *Completion Criteria*

This phase is considered complete when all subcontracts have been placed.

## Equipment Shipment and Factory Staging

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### *Description*

During this phase of the project, Motorola will perform factory staging which includes the assembly and testing of all major radio system components. The system will be configured as it will be in the field for this Factory Testing. The factory testing will exercise the functional capabilities of the communications system. The equipment that will be staged was procured outside of the contract by the Oakland UASI. The equipment is currently being warehoused by the County. The equipment required for factory staging shall be shipped by the County to Motorola CCSI Bay 3, 1305 E Algonquin RD, Schaumburg, IL 60196. County is responsible for the cost and safe delivery of the equipment to CCSI. Once the equipment is received, CCSI will perform an inventory and confirm safe delivery.

***Responsibility Matrix***

Task	Responsibility	Deliverable
Ship required equipment to Motorola CCSI for factory staging. Motorola CCSI Bay 3 1305 E Algonquin RD Schaumburg, IL 60196	County	Safe delivery of equipment required for staging.
Inventory and verify safe delivery of the equipment to be factory staged.	Motorola	Inventory
Rack and configure equipment per the Detailed Design Document.	Motorola	Confirm equipment is configured per DDD.

***Completion Criteria***

This task is considered complete when the equipment is inventoried, inspected, and staged.

## Factory Testing

### *Description*

Once the system is configured as it will be in the field, CCSI will exercise the functional capabilities of the communications system.

### *Responsibility Matrix*

Task	Responsibility	Deliverable
<p><b>Functional Performance Testing:</b></p> <p>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

### *Completion Criteria*

This task is considered complete when the subsystems pass the Functional Performance Tests.

## Site Preparation

Motorola will begin work at a site only after mutual agreement by the 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 the County.

The 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.

### **Installation of Fixed Network Equipment (FNE)**

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#### *Description*

Installation of the Fixed Network Equipment (FNE) consists of the radio communications infrastructure and computer equipment at the dispatch and control centers.

#### *Responsibility Matrix*

Task	Responsibility	Deliverable
Site Ready: <ul style="list-style-type: none"><li>■ The 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 schedule for equipment installation.</li></ul>	County	Sites Meeting Site Preparation Requirements for Installation
General Installation Responsibilities <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
Motorola will install the RF equipment as described in the System Description.	Motorola	Radio System Installation Audit

Task	Responsibility	Deliverable
<b>Site Links:</b> <ul style="list-style-type: none"> <li>The County supply T1 connectivity as defined by Motorola to support the system.</li> </ul>	County	County digital microwave in place or leased T-1s
The County will sign installation acceptance certificates after inspection and check out of FNE on a site-by-site, system-by-system basis.	County	Signed Installation Acceptance Documents
The County will sign installation acceptance certificates after inspection and check out of FNE on a site-by-site, system-by-system basis.	County	Signed Installation Acceptance Documents

### *Completion Criteria*

This task is considered complete when the County reviews FNE installations with Motorola and approves by signing the installation check sheets. The installation of each FNE subsystem must be completed for this phase of the project to be considered complete.

## **Systems Integration and Optimization**

### *Description*

During this phase of the project, Motorola will configure, optimize, and program all system equipment. Motorola will integrate all of the Motorola provided subsystems, as well as integrate the County provided subsystems into the communications system. 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. The County will be responsible for directing the activities of other vendors directly contracting with the County and supporting agencies. The County is also responsible to coordinate all on-site integration activities including assistance to Motorola for system testing requiring participation from vendors directly contracting with the County.

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

### *Responsibility Matrix*

Task	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

### *Completion Criteria*

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

### Acceptance Testing

#### *Description*

Motorola proposes a multi-level acceptance testing procedure. This process provides multiple checkpoints for the 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, and Coverage Acceptance Testing. The coverage of the West Contra Costa cell is incorporated into this scope because the implementation of Nichol Knob completes that simulcast cell.

## Functional Tests

### *Description*

The Functional Acceptance Test Procedure (ATP) will be executed in accordance with the mutually agreed upon Functional ATPs within the existing Alameda County contract.

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 the 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.

### *Responsibility Matrix*

Task	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, the County and Motorola will sign acceptance certificates documenting acceptance.	County	Written Approval of Successful Functional Acceptance Testing

### *Completion Criteria*

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

## Coverage Acceptance Tests

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### *Description*

Coverage Acceptance Tests will be performed when the RF site and control equipment installations and optimization are complete. The Coverage Acceptance Tests verify the coverage performance of the system, as agreed upon in the Design Review. A detailed Coverage Acceptance Test Plan (CATP) is included in the East Bay RCS two county design document and defines the scope of the CATP.

### *Responsibility Matrix*

Task	Responsibility	Deliverable
Motorola will perform Coverage ATPs for the Contra Costa West Cell, once all four sites are installed and optimized and for Project 25 operation. During the test, test results will be recorded for review and approval of the test.	Motorola	Execution of Coverage Acceptance Tests
Upon successful completion of each coverage acceptance test, the County and Motorola will sign acceptance certificates documenting acceptance.	County	Written Approval of Successful Coverage Acceptance Testing

### *Completion Criteria*

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

## Training

No additional training is included under this expansion to the CC West.

## Subscriber Services

### *Description*

No subscriber equipment or services are included under this expansion to the CC West.

## Cutover to New System Operations

### *Description*

The new equipment will only be placed into service under a change order when the frequencies become available to make the equipment operational.

## System Documentation

Motorola will provide a consistent level of system documentation for this expansion to the CC West as provided by the current contract with Alameda County.

## Project Finalization

### *Description*

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

### *Responsibility Matrix*

Task	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 have been completed, including the development of a Customer Support Plan with the County.	Motorola	Service Transition Certificate and Customer Support Plan

Task	Responsibility	Deliverable
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)
The County will acknowledge Final Project Completion upon completion of the criteria for Final Project Completion for the communications system.	County	Signed Final Acceptance Documents

### *Completion Criteria*

This task is considered complete when the 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.

## **Warranty Period**

### *Description*

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

### *Responsibility Matrix*

Task	Responsibility	Deliverable
Warranty Transition Certificate	Motorola & the County	Agreed Warranty Start Date
Documented Customer Support Plan	Motorola & the County	Agreed upon service procedures and expectations document

### *Completion Criteria*

This task is considered complete when the warranty period expires.