Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, California Department of Transportation, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

SPECIAL MEETING
FINANCE COMMITTEE

NOTICE OF SPECIAL MEETING   **DATE: September 25, 2023**

TIME: 11:00 a.m.
PLACE: Alameda County Office of Homeland Security and Emergency Services,
                   Room 1013
                   4985 Broder Blvd., Dublin, CA 94568

Pursuant to California Government Code section 54953, Finance Committee Member Susan Muranishi will participate in the Special Finance Committee meeting by teleconference. Members of the public may attend and participate either at the address given above, or at the teleconference location: 1221 Oak St., 2nd Floor, Room 255, Oakland, California.

- The Public will have access to the meeting via a telephonic option by calling: 1 253 215 8782 Meeting ID: 886 1040 3529   Passcode 575660
- The Public will have access to all materials via the EBRCSA Web Site, http://www.ebrcsa.org/default.page. The material will be under the header Calendar, then Finance Committee, and then September 25, 2023
- The Public will be asked if there is any comment or question concerning the meeting during the Public Comment Period and as each item is discussed.
- The Speaker may provide their name for the record if they so choose.

AGENDA

1.   Call to Order/Roll Call

2.   Public Comments (Meeting Open to the Public):
      At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do appear on the agenda. Please limit comments to a maximum of three (3) minutes.

,

3.   Consider Recommendations to Increase the Monthly Cost of EBRCSA to Ensure Adequate Reserve Funding

4.   Motorola SUA and Maintenance Agreement with Discussion of Increased Subscriber Cost

5.   Adjournment

Alameda County Office of Homeland Security and Emergency Services
4985 Broder Blvd, Dublin CA 94568 ● (925) 803-7802 ● www.ebrcsa.org

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the EBRCSA at (925) 803-7802 at least 242 hours in advance of the meeting.

I hereby certify that the attached agenda was posted 24 hours before the noted meeting.

Tom McCarthy, Executive Director
September 22, 2023

Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, California Department of Transportation, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

AGENDA ITEM NO. 3.

AGENDA STATEMENT
FINANCE COMMITTEE SPECIAL MEETING
MEETING DATE: September 25, 2023

TO: Finance Committee
           East Bay Regional Communications System Authority (EBRCSA)

FROM: Tom McCarthy, Executive Director
           East Bay Regional Communications System Authority

SUBJECT: Request Direction regarding Increase in Subscriber Fees to Ensure Adequate
           Funds to Maintain East Bay Regional Communications System Authority
           (EBRCSA) Reserves

RECOMMENDATIONS:

Request Committee discuss and make a recommendation to the Board of Directors concerning rate increases to maintain the EBRCSA Reserves.

SUMMARY/DISCUSSION:

On September 15, 2023, Finance and Operations Committees reviewed a proposal from Motorola Solutions, Inc. The Finance Committee discussed a rate increase for each subscriber of the EBRCSA system. In addition, Motorola Systems, Inc. made two changes to the Proposal and sent it to the Executive Director. On September 20, 2023, the Board Chair requested the Executive Director schedule a Special Finance Committee meeting to discuss subscriber rate increase with the Finance Committee.

FISCAL IMPACT:

Review and discuss attached for three cash flow projections. At the top of each file, Mr. Boyer, EBRCSA Auditor, shows the operating payment dues rates that are being used in each year of

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the scenario so that this information is clearly displayed. For each of the scenarios, he limited annual dues increases to $2 per month. EBRCSA can be more aggressive in raising rates.

For scenario #1, EBRCSA is targeting $12-15 million in the capital reserve, as this has historically been the level of the capital reserve. Due to the cap on dues increases, it takes seven years to raise the capital reserve above $12 million. Assuming no significant changes in expenses, dues should be able to sustain this level of reserves going forward.

For scenario #2A, EBRCSA is increasing dues by the difference between the current dues rate and where the dues rate would be if EBRCSA had increased by CPI over the prior years. Current dues based on CPI increases would be $34 so there is an increase of $2 per radio for the first two years, then the rate is constant. Capital reserves will deteriorate under this scenario because the dues increase does not support current costs.

For scenario #2B, EBRCSA is increasing dues by the difference identified in scenario #2A for the first two years, then applying a CPI increase of 3% per year for subsequent years. This approach yields similar results to scenario #1.

In addition to the information above, there are two other attachments:
Attachment "B" - FY 2023/2024 Approved Budget
Attachment "C"- FY 2023/2024 Estimated Budget with Increased Costs

<u>RECOMMENDED ACTION</u>:

It is recommended that the Committee discuss and provide its recommendation concerning subscriber rate increase to the Board of Directors.

Attachments:

Attachment "A" –Cash Flow Projections
Attachment "B" - FY 2023/2024 approved budget
Attachment "C"- FY 2023/2024 estimated budget with increased cost

ALAMEDA COUNTY

East Bay Regional Communications System Authority

CONTRA COSTA COUNTY

Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

Attachment 3A
BUDGET
FISCAL YEAR 2023-24

Revenues

Operating payments	$ 7,453,000
Service payments	1,512,000
Interest	100,000
Total revenues	**9,065,000**

Expenses

Administration	514,000
Audit fees	26,000
Contingency	100,000
Insurance	102,000
Lease	81,000
Legal	26,000
Licenses and permits	39,000
Membership fees	13,000
Maintenance	3,353,000
Security	33,000
Utilities	293,000
Website hosting	6,000
Total operating expenses	**4,586,000**
Capital	4,878,000
Debt Service	650,000
Total expenses	**10,114,000**
Net Income (Loss)	**$ (1,049,000)**

Assumption:	Operating payments	21,000 radio count at $30 per month per radio
	Service payments	8,400 radio count at $15 per month per radio

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
EXPENDITURE DETAIL
FISCAL YEAR 2023-2024

OPERATING EXPENSES	FY22-23 Final Budget	FY22-23 Projected	FY23-24 Budget	Change FY23 vs FY24
Administration				
Executive director	$ 263,000	$ 237,040	$ 263,000	$ (25,960)
Administrative assistant	40,000	13,116	40,000	(26,884)
Training	-	-	30,000	(30,000)
Planning	134,000	-	161,000	(161,000)
Travel	5,000	300	7,000	(6,700)
Miscellaneous	10,000	164	13,000	(12,836)
Audit fees	20,000	17,820	26,000	(8,180)
Contingency	27,000	-	100,000	(100,000)
Insurance	75,000	72,168	102,000	(29,832)
Lease	73,000	69,050	81,000	(11,950)
Legal	20,000	11,009	26,000	(14,991)
Licenses and permits	30,000	-	39,000	(39,000)
Membership fees	10,000	9,194	13,000	(3,806)
Maintenance				
Service agreement	1,105,000	1,098,063	1,437,000	(338,937)
Software maintenance (SUA II)	985,000	978,249	-	978,249
Network administration	270,000	266,380	351,000	(84,620)
HVAC maintenance	57,000	55,792	75,000	(19,208)
Generator maintenance	53,000	33,779	69,000	(35,221)
ALCO general maintenance	600,000	600,000	660,000	(60,000)
COCO general maintenance	265,000	261,854	345,000	(83,146)
CSI telecommunications	200,000	40,000	260,000	(220,000)
Microwave maintenance	125,000	123,245	136,000	(12,755)
Miscellaneous	15,000	3,600	20,000	(16,400)
Security	25,000	21,900	33,000	(11,100)
Utilities	225,000	189,302	293,000	(103,698)
Website hosting	4,000	3,117	6,000	(2,883)
Total expenses	**4,636,000**	**4,105,142**	**4,586,000**	**(480,858)**
CAPITAL EXPENDITURES				
Walton Lane Simulcast Site	-	-	1,746,000	(1,746,000)
Microwave Network Upgrade	962,000	865,690	-	865,690
Encryption Upgrade	1,621,000	1,395,783	-	1,395,783
TDMA/Microwave Upgrade	1,664,000	1,663,030	1,872,000	(208,970)
DC Power Upgrade	250,000	-	250,000	(250,000)
Dispatch Consoles	25,000	-	25,000	(25,000)
Security System	30,000	29,496	-	29,496
Software maintenance (SUA II)	-	-	985,000	(985,000)
Total expenditures	**4,552,000**	**3,953,999**	**4,878,000**	**(924,001)**
DEBT SERVICE				
Principal	533,000	533,000	554,000	(21,000)
Interest	117,000	117,000	96,000	21,000
Total expenses	**$ 650,000**	**$ 650,000**	**$ 650,000**	**$ -**

1. TDMA Upgrade is the annual payment for the Change Order approved by the Board of Directors

2. DC Power Upgrade is an annual amount to replace the batteries in various locations

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
PROJECTED CASH RESERVE BALANCES
FISCAL YEAR 2023-2024

	FY22-23 Final Budget	FY22-23 Projected	FY23-24 Budget
Operating Reserve			
Beginning Balance	$ 1,904,000	$ 1,904,000	$ 2,052,500
Operating Payments	7,453,000	7,494,000	7,453,000
Initial Payments	-	18,000	-
Interest	100,000	176,000	100,000
Operating Expenses	(4,636,000)	(4,105,000)	(4,586,000)
Transfer to Capital Reserve	(2,502,503)	(3,434,500)	(3,726,500)
Ending Balance	**2,318,497**	**2,052,500**	**1,293,000**
Debt Service Reserve			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,260,000	1,524,000	1,512,000
Debt Service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(610,000)	(874,000)	(862,000)
Ending Balance	**1,000,000**	**1,000,000**	**1,000,000**
Capital Reserve			
Beginning Balance	12,693,000	12,693,000	13,047,500
Transfer In	3,112,503	4,308,500	4,588,500
Capital	(4,552,000)	(3,954,000)	(4,878,000)
Ending Balance	**11,253,503**	**13,047,500**	**12,758,000**
Total Reserve Balance	**$ 14,572,000**	**$ 16,100,000**	**$ 15,051,000**

1. Operating Reserve Balance is equal to 50% of the next fiscal years Operating Budget

2. Debt Reserve Balance is set to equal $1,000,000 every fiscal year

3. Capital Reserve Balance is the projected remaining cash after the Operating and Debt Reserve requirments have been met

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

10 YEAR CASH FLOW PROJECTION

	FY 2022-23 Projected	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast
Operating Reserve										
Balance - beginning	1,904,000	2,052,500	1,293,000	2,184,980	2,278,880	2,359,195	2,451,563	2,556,126	2,647,531	2,751,432
Receipts from members	7,688,000	7,553,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000
Payments to suppliers	(4,105,000)	(4,586,000)	(4,369,960)	(4,557,760)	(4,718,390)	(4,903,126)	(5,112,252)	(5,295,062)	(5,502,863)	(5,736,661)
Transfer to Capital Reserve	(3,434,500)	(3,726,500)	(2,398,060)	(3,008,340)	(2,861,295)	(2,664,506)	(2,443,185)	(2,273,533)	(2,053,237)	(1,806,440)
Balance - ending	**2,052,500**	**1,293,000**	**2,184,980**	**2,278,880**	**2,359,195**	**2,451,563**	**2,556,126**	**2,647,531**	**2,751,432**	**2,868,331**
Debt Service Reserve										
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-
Service payment	1,524,000	1,512,000	1,512,000	1,512,000	1,512,000		-	-	-	-
Principal	(533,000)	(554,000)	(576,000)	(600,000)	(623,000)	-	-	-	-	-
Bond interest	(117,000)	(96,000)	(74,000)	(50,000)	(27,000)	-	-	-	-	-
Transfer to Capital Reserve	(874,000)	(862,000)	(862,000)	(862,000)	(862,000)	(1,000,000)	-	-	-	-
Balance - ending	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**-**	**-**	**-**	**-**	**-**
Capital Reserve										
Balance - beginning	12,693,000	13,047,500	12,758,000	12,871,660	13,554,624	14,047,928	14,438,123	13,560,905	14,338,099	14,845,143
Transfer In	4,308,500	4,588,500	3,260,060	3,870,340	3,723,295	3,664,506	2,443,185	2,273,533	2,053,237	1,806,440
Capital	(3,954,000)	(4,878,000)	(3,146,400)	(3,187,376)	(3,229,991)	(3,274,311)	(3,320,403)	(1,496,339)	(1,546,193)	(1,598,041)
Balance - ending	**13,047,500**	**12,758,000**	**12,871,660**	**13,554,624**	**14,047,928**	**14,438,123**	**13,560,905**	**14,338,099**	**14,845,143**	**15,053,542**
TOTAL RESERVE BALANCE	**16,100,000**	**15,051,000**	**16,056,640**	**16,833,504**	**17,407,123**	**16,889,686**	**16,117,031**	**16,985,630**	**17,596,574**	**17,921,872**
SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS										
Administration	(251,000)	(514,000)	(534,560)	(555,942)	(578,180)	(601,307)	(625,359)	(650,373)	(676,388)	(703,444)
Audit fees	(18,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(72,000)	(102,000)	(106,080)	(110,323)	(114,736)	(119,325)	(124,098)	(129,062)	(134,224)	(139,593)
Legal	(11,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)
Lease	(69,000)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)
Licenses and permits	-	(39,000)	(40,560)	(42,182)	(43,869)	(45,624)	(47,449)	(49,347)	(51,321)	(53,374)
Membership fees	(9,000)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)
Maintenance										
Customer svc. agmt.	(1,098,000)	(1,437,000)	(1,099,000)	(1,142,960)	(1,188,678)	(1,236,225)	(1,285,674)	(1,337,101)	(1,390,585)	(1,446,208)
SUA II	(978,000)	-	-	-	-	-	-	-	-	-
System management	(266,000)	(351,000)	(365,040)	(379,642)	(394,828)	(410,621)	(427,046)	(444,128)	(461,893)	(480,369)
HVAC	(56,000)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)
Generators	(34,000)	(69,000)	(71,760)	(91,630)	(77,615)	(80,720)	(100,949)	(87,307)	(90,799)	(112,111)
ALCO maintenance	(600,000)	(660,000)	(686,400)	(713,856)	(742,410)	(772,106)	(802,990)	(835,110)	(868,514)	(903,255)
COCO maintenance	(262,000)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)
CSI	(40,000)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)
Microwave maintenance	(123,000)	(136,000)	(141,440)	(147,098)	(152,982)	(159,101)	(165,465)	(172,084)	(178,967)	(186,126)
Miscellaneous	(4,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Security	(22,000)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)
Utilities	(189,000)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)
Web site hosting	(3,000)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)
Payments to suppliers	**(4,105,000)**	**(4,586,000)**	**(4,369,960)**	**(4,557,760)**	**(4,718,390)**	**(4,903,126)**	**(5,112,252)**	**(5,295,062)**	**(5,502,863)**	**(5,736,661)**

Attachment 3B
BUDGET
FISCAL YEAR 2023-24

Revenues

Operating payments	$ 7,453,000
Service payments	1,512,000
Interest	100,000
Total revenues	**9,065,000**

Expenses

Administration	514,000
Audit fees	26,000
Contingency	100,000
Insurance	102,000
Lease	81,000
Legal	26,000
Licenses and permits	39,000
Membership fees	13,000
Maintenance	3,686,000
Security	33,000
Utilities	293,000
Website hosting	6,000
Total operating expenses	**4,919,000**
Capital	5,682,000
Debt Service	650,000
Total expenses	**11,251,000**
Net Income (Loss)	**$ (2,186,000)**

Assumption:	Operating payments	21,000 radio count at $30 per month per radio
	Service payments	8,400 radio count at $15 per month per radio

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
EXPENDITURE DETAIL
FISCAL YEAR 2023-2024

OPERATING EXPENSES	FY23-24 Approved	FY23-24 Amendment #1	FY23-24 Amended
Administration			
Executive director	$ 263,000		$ 263,000
Administrative assistant	40,000		40,000
Training	30,000		30,000
Planning	161,000		161,000
Travel	7,000		7,000
Miscellaneous	13,000		13,000
Audit fees	26,000		26,000
Contingency	100,000		100,000
Insurance	102,000		102,000
Lease	81,000		81,000
Legal	26,000		26,000
Licenses and permits	39,000		39,000
Membership fees	13,000		13,000
Maintenance			
Astro maintenance	-	1,479,000	1,479,000
MDR	-	291,000	291,000
Service agreement	1,437,000	(1,437,000)	-
Network administration	351,000		351,000
HVAC maintenance	75,000		75,000
Generator maintenance	69,000		69,000
ALCO general maintenance	660,000		660,000
COCO general maintenance	345,000		345,000
CSI telecommunications	260,000		260,000
Microwave maintenance	136,000		136,000
Miscellaneous	20,000		20,000
Security	33,000		33,000
Utilities	293,000		293,000
Website hosting	6,000		6,000
Total expenses	**4,586,000**	**333,000**	**4,919,000**

CAPITAL EXPENDITURES			
Astro SUA	-	1,369,000	1,369,000
MPLS	-	97,000	97,000
NICE SUA	-	323,000	323,000
Walton Lane Simulcast Site	1,746,000		1,746,000
TDMA/Microwave Upgrade	1,872,000		1,872,000
DC Power Upgrade	250,000		250,000
Dispatch Consoles	25,000		25,000
Software maintenance (SUA II)	985,000	(985,000)	-
Total expenditures	**4,878,000**	**804,000**	**5,682,000**

DEBT SERVICE			
Principal	554,000		554,000
Interest	96,000		96,000
Total expenses	**$ 650,000**	**$ -**	**$ 650,000**

1. TDMA Upgrade is the annual payment for the Change Order approved by the Board of Directors

2. DC Power Upgrade is an annual amount to replace the batteries in various locations

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
PROJECTED CASH RESERVE BALANCES
FISCAL YEAR 2023-2024

	FY22-23 Final Budget	FY22-23 Actual	FY23-24 Budget
Operating Reserve			
Beginning Balance	$ 1,904,000	$ 1,904,000	$ 1,946,163
Operating Payments	7,453,000	5,804,298	7,453,000
Initial Payments	-	18,000	-
Interest	100,000	198,683	100,000
Operating Expenses	(4,636,000)	(3,892,326)	(4,919,000)
Transfer to Capital Reserve	(2,502,503)	(2,086,492)	(3,120,663)
Ending Balance	**2,318,497**	**1,946,163**	**1,459,500**
Debt Service Reserve			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,260,000	1,561,410	1,512,000
Debt Service	(650,000)	(648,802)	(650,000)
Transfer to Capital Reserve	(610,000)	(912,608)	(862,000)
Ending Balance	**1,000,000**	**1,000,000**	**1,000,000**
Capital Reserve			
Beginning Balance	12,693,000	12,693,000	13,281,904
Transfer In	3,112,503	2,999,100	3,982,663
Capital	(4,552,000)	(2,410,196)	(5,682,000)
Ending Balance	**11,253,503**	**13,281,904**	**11,582,567**
Total Reserve Balance	**$ 14,572,000**	**$ 16,228,067**	**$ 14,042,067**

1. Operating Reserve Balance is equal to 50% of the next fiscal years Operating Budget. Per the recommendation of the Finance Committee, the Authority has transferred $1 million of operating reserves to the capital reserve.
2. Debt Reserve Balance is set to equal $1,000,000 every fiscal year
3. Capital Reserve Balance is the projected remaining cash after the Operating and Debt Reserve requirments have been met

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION

	FY 2022-23 Actual	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Reserve											
Balance - beginning	1,904,000	1,946,163	1,459,500	2,555,294	2,664,006	2,759,753	2,868,146	2,989,375	3,098,110	3,220,034	3,355,677
Receipts from members	6,020,981	7,553,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000
Payments to suppliers	(3,892,326)	(4,919,000)	(5,110,587)	(5,328,011)	(5,519,506)	(5,736,292)	(5,978,750)	(6,196,220)	(6,440,067)	(6,711,354)	(6,992,809)
Transfer to Capital Reserve	(2,086,492)	(3,120,663)	(1,453,620)	(2,223,277)	(2,044,747)	(1,815,315)	(1,560,021)	(1,355,045)	(1,098,009)	(813,003)	(526,464)
Balance - ending	**1,946,163**	**1,459,500**	**2,555,294**	**2,664,006**	**2,759,753**	**2,868,146**	**2,989,375**	**3,098,110**	**3,220,034**	**3,355,677**	**3,496,404**
Debt Service Reserve											
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,561,410	1,512,000	1,512,000	1,512,000	1,512,000		-	-	-	-	-
Principal	(532,000)	(554,000)	(576,000)	(600,000)	(623,000)	-	-	-	-	-	-
Bond interest	(116,802)	(96,000)	(74,000)	(50,000)	(27,000)	-	-	-	-	-	-
Transfer to Capital Reserve	(912,608)	(862,000)	(862,000)	(862,000)	(862,000)	(1,000,000)	-	-	-	-	-
Balance - ending	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**-**	**-**	**-**	**-**	**-**	**-**
Capital Reserve											
Balance - beginning	12,693,000	13,281,904	11,582,567	9,988,187	9,105,464	7,983,210	6,705,525	4,092,546	3,064,591	1,694,600	(49,397)
Transfer In	2,999,100	3,982,663	2,315,620	3,085,277	2,906,747	2,815,315	1,560,021	1,355,045	1,098,009	813,003	526,464
Capital	(2,410,196)	(5,682,000)	(3,910,000)	(3,968,000)	(4,029,000)	(4,093,000)	(4,173,000)	(2,383,000)	(2,468,000)	(2,557,000)	(2,649,000)
Balance - ending	**13,281,904**	**11,582,567**	**9,988,187**	**9,105,464**	**7,983,210**	**6,705,525**	**4,092,546**	**3,064,591**	**1,694,600**	**(49,397)**	**(2,171,933)**
TOTAL RESERVE BALANCE	**16,228,067**	**14,042,067**	**13,543,480**	**12,769,469**	**11,742,963**	**9,573,671**	**7,081,921**	**6,162,701**	**4,914,634**	**3,306,280**	**1,324,471**

SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS

	FY 2022-23 Actual	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Administration	(273,845)	(514,000)	(534,560)	(555,942)	(578,180)	(601,307)	(625,359)	(650,373)	(676,388)	(703,444)	(731,582)
Audit fees	(17,820)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(72,168)	(102,000)	(106,080)	(110,323)	(114,736)	(119,325)	(124,098)	(129,062)	(134,224)	(139,593)	(145,177)
Legal	(14,694)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Lease	(69,050)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)	(115,289)
Licenses and permits	-	(39,000)	(40,560)	(42,182)	(43,869)	(45,624)	(47,449)	(49,347)	(51,321)	(53,374)	(55,509)
Membership fees	(9,194)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)	(18,503)
Maintenance											
Astro maintenance	-	(1,479,000)	(1,537,867)	(1,599,381)	(1,663,410)	(1,729,952)	(1,799,156)	(1,871,122)	(1,945,967)	(2,023,806)	(2,104,758)
MDR	-	(291,000)	(301,760)	(313,830)	(326,384)	(339,439)	(353,016)	(367,137)	(381,822)	(397,095)	(412,979)
Customer svc. agmt.	(1,098,062)	-	-	-	-	-	-	-	-	-	-
SUA II	(978,249)	-	-	-	-	-	-	-	-	-	-
System management	(266,380)	(351,000)	(365,040)	(379,642)	(394,828)	(410,621)	(427,046)	(444,128)	(461,893)	(480,369)	(499,584)
HVAC	(35,192)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)	(106,750)
Generators	(18,078)	(69,000)	(71,760)	(91,630)	(77,615)	(80,720)	(100,949)	(87,307)	(90,799)	(112,111)	(133,595)
ALCO maintenance	(600,000)	(660,000)	(686,400)	(713,856)	(742,410)	(772,106)	(802,990)	(835,110)	(868,514)	(903,255)	(939,385)
COCO maintenance	(176,425)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)	(491,042)
CSI	(19,913)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)	(370,062)
Microwave maintenance	(33,245)	(136,000)	(141,440)	(147,098)	(152,982)	(159,101)	(165,465)	(172,084)	(178,967)	(186,126)	(193,571)
Miscellaneous	(4,086)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)	(28,466)
Security	(21,144)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)	(46,970)
Utilities	(181,381)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)	(417,031)
Web site hosting	(3,400)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)	(8,542)
Payments to suppliers	**(3,892,326)**	**(4,919,000)**	**(5,110,587)**	**(5,328,011)**	**(5,519,506)**	**(5,736,292)**	**(5,978,750)**	**(6,196,220)**	**(6,440,067)**	**(6,711,354)**	**(6,992,809)**

AGENDA ITEM 4.

AGENDA STATEMENT
FINANCE COMMITTEE SPECIAL MEETING
MEETING DATE: September 25, 2023

TO: Finance Committee
               East Bay Regional Communications System Authority (EBRCSA)

FROM: Tom McCarthy, Executive Director
               East Bay Regional Communications System Authority

SUBJECT: Consider Approval of a System Upgrade Agreement (SUA II), Maintenance
               Agreement, Multi Packet Label System (MPLS), Managed Detection and
               Response (MDR), and NICE (SUA II) with Motorola Solutions, Inc. to Provide
               System Technology Refresh including Hardware and Software for the EBRCSA
               System, and Authorization of its Execution and Implementation

RECOMMENDATIONS:

On September 15, 2023, the East Bay Regional Communications System Authority (EBRCSA) Executive Director presented to the Operations and Finance Committee Agenda Item 4. Agenda Item 4 is the proposed agreement from Motorola for a new SUA II/Maintenance Agreement. Neither the Operations nor Finance Committee made a recommendation to the Board of Directors concerning the agreement. On September 20, 2023, Board Chair P. Meyer requested a Special Meeting of the Finance Committee be convened on September 25, 2023, at 11:00 AM to discuss the SUA/Maintenance proposal. EBRCSA is requesting a Special Meeting of the Finance Committee to discuss the proposal for recommendation to the Board of Directors.

SUMMARY/DISCUSSION:

The East Bay Regional Communications System Authority (EBRCSA) had two contracts with Motorola Solutions, Inc. which expired on June 30, 2023. The first was the SUA II which

provided upgrades in technology, software, and hardware extending the operational life of the System. The second was maintenance/repair for the Master Site and Prime Sites.

The SUA II system software releases cover base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls, and intrusion detection sensors, and associated peripheral infrastructure software. The SUA II also provides hardware replacement for system components that must be replaced because of software upgrade, this includes servers, PC workstations, routers, and LAN switches. The SUA II does not include the replacement of dispatch consoles.

EBRCSA is adding Managed Detection and Response (MDR) with Motorola Systems, Inc. as a precaution due to recent events involving EBRCSA member agencies which were hacked. Due to the physical connection with agencies, EBRCSA utilizes various firewalls to protect the System. EBRCSA should include MDR to have monitoring which will allow EBRCSA to see attempts to access the System. Motorola Systems, Inc. is prepared to perform this monitoring. In addition, as SUA II performs updates and changes to the System. They will ensure that the MDR works with the changes. Motorola Solutions, Inc. updates its system and security patches utilizing its connection to EBRCSA. Third party vendors are not allowed to connect to EBRCSA's closed system. MDR will provide 24/7 monitoring and the ability to connect with the designated EBRCSA 24/7.

Motorola Solutions, Inc., in the original SUA II, had included NICE Logging as part of the agreement. In this agreement, NICE Logging is a separate part of the proposal. NICE Logging is a third-party vendor authorized by Motorola Solutions, Inc.

FISCAL IMPACT:

The Committees both questioned the CPI increase listed in the proposal and asked Mike Larson of Motorola to review the quote and identify possible discounts and apply them. Motorola applied a discount of $247,981.00.

Motorola has amended the proposal and included that they shall have the right to increase maintenance prices by the CPI increase amount exceeding 4% from the previous year. All items, not seasonally adjusted, shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For Purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 4% (8%-4% base).

If the Committee recommends this Agreement to the Board of Directors, this will require EBRCSA to increase the cost per radio. EBRCSA and the Auditors' Office are preparing a recommendation concerning the increase in the subscriber fees for discussion at the meeting. EBRCSA is working on other contracts such as Aviat, East Bay Municipal Utility District, which will be brought to the Committees and Board of Directors for review and approval.

The cost of the now expired SUA II was $978,249 per year and Maintenance was $1,437,000. The SUA II originally was set for 10 years at that cost and did not include increases each year. The Maintenance agreement was reviewed every three years and increased.

Motorola has revised the pricing agreement and the updated table with a reduction, is below.

Please see the revised file (appended with R2 at the end). Page 154, section 4.2 of appendix C also stated 3%. It's now adjusted to 4% so it's consistent throughout the document.

	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
ASTRO Maintenance	$1,478,718	$1,537,867	$1,599,381	$1,663,410	$1,729,952	$1,799,156	$9,808,484
ASTRO SUA	$1,368,746	$1,401,210	$1,434,973	$1,470,086	$1,506,604	$1,544,583	$8,726,201
MPLS	$96,455	$100,313	$104,325	$108,498	$112,838	$129,416	$651,846
MDR	$290,154	$301,760	$313,830	$326,384	$339,439	$353,016	$1,924,583
NICE SUA and Maintenance	$322,951	$286,144	$306,213	$327,802	$351,032	$376,039	$1,970,180
TOTAL	$3,557,023	$3,627,293	$3,758,723	$3,896,180	$4,039,866	$4,202,211	$23,081,295
Additional EBRCSA Discount (Valid through 9/30)							$247,981
Grand Total							$22,833,314

See attached Agenda Item 4B, the budget amendment to the FY23-24 budget. Each of the five line items has been added as a separate line item on the second page schedule. Please review the cash flow projection on page 4. EBRCSA takes a conservative approach where it assumes no increase in dues from the current dues structure but applies a 4% increase to expenses annually unless EBRCSA has a contract amount that EBRCSA can include. EBRCSA also showed expenditures for the five items in the new agreement after it ends, as EBRCSA assumes these services will continue. EBRCSA is requesting the Committee to discuss the increased cost and recommend to the Board of Directors to direct the Executive Director to work with the Auditors Office on options concerning the cost increase.

RECOMMENDED ACTION:

It is requested that the Committee discuss and reach a consensus and make a recommendation to the Board regarding the proposed Motorola Agreement for ASTRO Maintenance, ASTRO SUA, MPLS, MDR, and NICE SUA and Maintenance.

Attachments:

"A" – Revised as of 09/20/2023 Motorola Proposal SUA and Maintenance
"B" - FY 23/24 Approved Budget
"C" – FY 23/24 Amended Budget with Items Included
"D" – 10 Year Cash Flow
"E" – Budget Highlights

AMENDED AND RESTATED

COMMUNICATIONS SYSTEM AGREEMENT

BY

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

AND

MOTOROLA SOLUTIONS, INC.

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Exhibit A. Order Documents
          Exhibit A.1 The Proposal
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          Exhibit A.3. Change Order Number 33
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Exhibit C. Maintenance, Support and Lifecysle Management Addendum
Exhibit D. Date Processing Addendum with Annex I through III
Exhibit E. Cyber Addendum

This Amended and Restated Communications System Agreement (this "**Agreement**") dated for reference purposes as of September 8, 2023 is effective as of July 6, 2023 ("**Amendment Effective Date**") by and between the East Bay Regional Communications System Authority, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California ("**Customer**") and Motorola Solutions, Inc. with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") each of which may alternatively be referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Customer is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, formed by the local agencies (the "**Members**") that are signatories to a Joint Exercise of Powers Agreement dated as of September 11, 2007 formed to develop public capital improvements including a P25 compliant or equivalent communications system serving Alameda and Contra Costa Counties and individual political jurisdictions therein ("**System**"); and

WHEREAS, on July 7, 2009, Customer and Motorola entered into a Communications System Agreement whereby Customer contracted with Motorola to purchase equipment, software, services, supplies, and incidental hardware and materials to develop Customer's System ("**Original Agreement**"); and

WHEREAS, on July 6, 2012, Customer and Motorola entered into **Amendment No. 1** to the Original Agreement whereby the term was extended through July 6, 2017; and

WHEREAS, on June 28, 2013, Customer and Motorola entered into an amendment to the Original Agreement as amended by Amendment No. 1 to add System upgrade transactions ("**SUA**") to the Statement of Work commencing in 2013 as well as terms and conditions relating thereto ("**SUA Amendment**"); and

WHEREAS, on July 6, 2017, Customer and Motorola entered into **Amendment No. 2** to the Original Agreement amended by the SUA Amendment whereby the term was extended through July 6, 2020; and

WHEREAS, on February 9, 2018, Customer and Motorola entered into **Amendment No. 3** to the Original Agreement as amended by the SUA Amendment and Amendment No. 2 in order to assist Members with migration from FDMA radios to TDMA radios at a promotional price offered by Motorola as set forth in Exhibit A to Amendment No. 3, if Customer took delivery of such equipment by September 30, 2018; and

WHEREAS, on June 19, 2020, Customer and Motorola entered into **Amendment No. 4** to the Original Agreement as amended by the SUA Amendment to extend the term through July 6, 2023; and

WHEREAS, in order to ensure the System's continued viability and performance, on June 28, 2023, Motorola provided Customer with a proposal for services and equipment to upgrade the System's software and continued maintenance and support of the System for an additional six (6) years ("**Proposal**"); and

WHEREAS, the Parties acknowledge that acceptance of the Proposal requires a further amendment to the Original Agreement as amended by the SUA Amendment and Amendment No. 4; and

WHEREAS, due to both the passage of time and the need to incorporate additional terms relating to the System's required upgrade of software and equipment, the Parties desire to amend and restate the Original Agreement as amended by the SUA Amendment and Amendment No. 4 to take effect as of the Amendment Effective Date, all as more particularly set forth in this Agreement.

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend and restate the Original Agreement as amended by the SUA Amendment and Amendment No. 4 as follows:

<div align="center">**AGREEMENT**</div>

1.   Agreement.

1.1.   Scope; Agreement Documents. Terms and conditions applicable to specific Products (as defined below in Section 2.1) and Services (as defined below in Section 2.2) are set forth in one or more exhibits attached to this Agreement as either an addendum (each an "**Addendum**", and collectively the "**Addenda**") or as Ordering Documents which delineate the Parties agreed upon solution descriptions, equipment lists, statements of work, schedules, technical specifications setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). The Proposal as well as the November 2, 2019 proposal submitted by Motorola to Customer and the corresponding Change Order Number 33 as well as Change Order Number 34 are incorporated herein and are hereby included within the meaning of the term Ordering Documents. This Agreement, the Addenda, and the Ordering Documents collectively form the Parties' agreement.

1.2.   Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement:

A. Ordering Documents

       A.1 The Proposal

       A.2 November 2, 2019 Proposal

       A.3 Change Order Number 33

       A.4 Change Order Number 34

B. Equipment Purchase and Software License Addendum

C. Maintenance, Support and Lifecycle Management Addendum

D. Data Processing Addendum with Annex I through III

E. Cyber Addendum

1.3. __Order of Precedence.__ Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in either the Agreement or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. **Products and Services.**

Motorola's obligations as set forth in this Section are Material Obligations.

2.1. __Products.__ Motorola will (a) sell hardware provided by Motorola ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. __Services.__

2.2.1. Motorola will provide services related to the Products, to the extent set forth in an Ordering Documents ("**Services**"). Motorola shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Motorola is engaged. Motorola shall assign only competent personnel to perform Services. In the event that Customer, in its sole discretion, at any time during the Term, desires the reassignment of any such persons, Motorola shall, promptly upon receiving notice from Customer of such desire, reassign such person or persons.

2.2.2. __Time__. Motorola shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in __Subsection 2.2.1.__ above and to satisfy Motorola's obligations hereunder.

2.2.3. __Integration Services; Maintenance and Support Services__. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.4. <u>Service Ordering Documents</u>. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.5. <u>Service Completion</u>. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3.   Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services and provided that Motorola does not engage in or advise Customer and/or its Board of Directors on public contracting, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer.

2.4.   Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5.   Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for the purposes in connection with the Products and Services provided pursuant to this Agreement.

2.6.   Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or

damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7.   Authorized Users. Customer will ensure its employees and Authorized Users as defined herein comply with the terms of this Agreement. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include Members.

2.8.   Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders increasing Products and Services requiring adjustment of Fees are effective and binding on the Parties only upon approval of Customer's Board of Directors and execution of the Change Order by an authorized representative of both Parties. All other Change Orders are effective and binding on the Parties only upon and execution of the Change Order by an authorized representative of both Parties.

2.9.   Additional Products with a System. Customer may order additional Products and Services that are intended for use with the System during the Term if such Products and Services are then available. Each purchase order for such Products and Services must refer to the Agreement, and must specify the pricing and delivery terms.

3.   Term and Termination.

3.1.   Term. The term of this Agreement commenced on July 7, 2009 ("**Commencement Date**") and shall continue until the later of (a) July 6, 2029 or (b) the expiration of all applicable warranty periods, unless the Agreement is earlier terminated as set forth herein ("**Term**").

3.2.   Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a Material Obligation as specified within the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3.   Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (b) Customer fails to make any payments when due; or (c) Customer breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of breach or fails to produce a cure plan within such period of time.

3.4.   Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials as defined in Section 11.2 and Motorola's Confidential Information as defined in Section 10 in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer

should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered and Motorola must deliver Products and Services already paid for by Customer. Both Parties have a duty to mitigate any damages under this Agreement.

4. Payment and Invoicing.

4.1.   Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may not be changed by Motorola during the Term. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document.

4.2.   Contributions to Pensions and/or Annuities. The Parties acknowledge and agree that compensation paid by Customer to Motorola under this Agreement is based upon Motorola's costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Motorola. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Motorola and its employees, agents, and subcontractors may be eligible. Customer therefore has no responsibility for such contributions beyond compensation required under this Agreement.

4.3.   Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes not specified in an Ordering Document, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.4.   Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services contemplated by this Agreement.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1.   Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2.   Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. 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.

5.3.   Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer, to the best of its ability, will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. If a change in Site or adjustment to the installation plans and specifications causes a change in the Fees or performance schedule under the applicable Ordering Document, a Change Order shall be required pursuant to Section 2.8.

5.4.   Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5.   Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content.

If Motorola provides Customer with a written notice that any Non-Motorola Content must be removed, modified, or disabled in order for the Products or Services to be provided to Customer

pursuant to this Agreement, Customer will promptly take appropriate action to do so. After first providing Customer with thirty (30) days' prior written notice substantiating a belief that a violation of law or third-party rights is likely to occur with regard to Customer's use of Non-Motorola Content and upon Customer's failure to disable or remove Non-Motorola Content within thirty (30) days from the date of such notice or provide sufficient justification as to why no violation of law or third-party rights is likely to occur, Motorola may disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights is likely to occur.

If such Non-Motorola Content poses or may pose a security risk or adverse impact to the Products or Services, Motorola, Motorola's systems, Motorola shall provide Customer with thirty (30) days' prior written notice substantiating its belief of such security risk or adverse impact and, upon Customer's failure to disable or remove Non-Motorola Content within thirty (30) days from the date of such notice or provide sufficient justification as to why no security risk or adverse impact is likely to occur, Motorola may disable or remove Non-Motorola Content if Motorola believes such a security risk or adverse impact is likely to occur.

Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document and, in such cases, the it shall not be considered Non-Motorola Content as defined in this Section and any applicable third party's terms and conditions shall be set forth in the Ordering Document. Any orders for such Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.1 – Intellectual Property Infringement**.

5.6. <u>**End User Licenses.**</u> Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. **Representations and Warranties.**

6.1. <u>**Mutual Representations and Warranties.**</u> Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. <u>**Motorola Warranties.**</u> Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Motorola represents and warrants that it and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the Products and Services to Customer as contemplated by the Agreement, the Ordering Documents and the Addenda. Motorola further represents and warrants that it and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice to provide the Products and Services to Customer

as contemplated by the Agreement, the Ordering Documents and the Addenda. Motorola's obligations as set forth in this Section are Material Obligations.

6.3.   Recurring Services Warranty. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.4.   Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.5.   Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola does not warranty third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties to Customer.

6.6.   WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES PROVIDED BY MOTOROLA IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT BY MOTOROLA ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.   Indemnification and Hold Harmless.

Indemnity. Motorola will defend, indemnify, and hold Customer and its officers, officials, agents, employees, volunteers and contractors harmless from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees) ("**Claim**") to the extent it is caused by the negligence, gross negligence or willful misconduct of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement. Customer shall promptly notify Motorola in writing upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Motorola is prejudiced thereby. Motorola shall have sole control of the

defense of the suit and all negotiations for its settlement or compromise provided that Customer shall have the right to participate in such defense or settlement with its own counsel. If requested by Motorola, Customer shall provide reasonable assistance in the defense of the Claim.

7.1.   Intellectual Property Infringement. Motorola will defend and hold Customer and its officers, officials, agents, employees, volunteers and contractors harmless against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees relating to an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.1 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

> 7.1.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

> 7.1.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola and without Motorola's authorization; (c) a Product or Service manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola or its subcontractors without Motorola's authorization; (e) use of the Product or Service by Customer in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service as provided by Motorola to Customer at no charge to Customer that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

> 7.1.3. This **Section 7.1 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.2. **Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such Customer-Provided Equipment or Non-Motorola Content (or the integration or use thereof with the Products and Services and not authorized by Motorola) infringes or misappropriates a third-party intellectual property or other right or violates applicable law; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services and not otherwise authorized by Motorola; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct resulting from Customer's actions or omissions arising from its performance under the terms of this Agreement . Customer's obligations hereunder do not apply to the extent any such claim results from Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. **Limitation of Liability.**

8.1. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE PARTIES, THEIR AFFILIATES, AND THEIR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. **DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, MOTOROLA TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. **ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS,

OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. **Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

9. **Insurance.** Before fully executing this Agreement, Motorola, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Motorola and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Motorola shall provide proof satisfactory to Customer of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work.

Motorola shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Fees. Motorola shall not allow any subcontractor to commence work on any subcontract until Motorola has obtained all insurance required herein for the subcontractor(s)and provided evidence to Customer that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Motorola shall maintain all required insurance listed herein for the duration of this Agreement.

9.1. **Workers' Compensation.** Motorola shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Motorola. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of $1,000,000 per accident. In the alternative, Motorola may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Motorola, its employees, agents, and subcontractors.

9.2. **Submittal Requirements.** To comply with Subsection 9.1, Motorola shall submit the following:

   a.   Certificate of Liability Insurance in the amounts specified in the section; and

   b.   Waiver of Subrogation Endorsement as required by the section.

9.3. **Commercial General and Automobile Liability Insurance.** Motorola, at its own cost and expense, shall maintain commercial general liability insurance for the term of this

Agreement in an amount of $2,000,000 aggregate and $1,000,000 per occurrence and automobile liability insurance for the term of this Agreement in an amount of $1,000,000, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

9.3.1. <u>Scope of Coverage</u>. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

9.3.2. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Customer, its officers, officials, employees, and volunteers are to be included as additional insureds on the General Liability and Auto Liability as respects: liability arising out of work or operations performed by or on behalf of the Motorola; or automobiles owned, leased, hired, or borrowed by the Motorola.

c. Motorola hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Motorola agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Motorola's insurance coverage shall be primary insurance as respects the Customer, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, or volunteers shall be excess of the Motorola's insurance and shall not contribute with it.

9.3.3. <u>Submittal Requirements</u>. To comply with Subsection 9.3, Motorola shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section;

d. Primary Insurance Endorsement as required by the section.

9.4.   All Policies Requirements.

9.4.1. Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

9.4.2. Verification of Coverage. Prior to beginning any work under this Agreement, Motorola shall furnish Customer with complete copies of all Certificates of Liability Insurance delivered to Motorola by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability. Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the Customer does not receive the required insurance documents prior to the Motorola beginning work, it shall not waive the Motorola's obligation to provide them.

9.4.3. Deductibles and Self-Insured Retentions. Motorola shall provide a financial guarantee satisfactory to the Customer guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.4.4. Wasting Policies. No policy required by this Section shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

9.4.5. Endorsement Requirements. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be canceled by either Party, except after 30 days' prior written notice has been provided to the Customer.

9.4.6. Subcontractors. Motorola shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9.5. **Remedies. Motorola's obligation to provide and maintain insurance policies as specified in this Agreement is a Material Obligation.** In addition to any other remedies Customer may have if Motorola fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Customer may have and are not the exclusive remedy for Motorola's breach:

a. Order Motorola to stop work under this Agreement or withhold any payment that becomes due to Motorola hereunder, or both stop work and withhold any payment, until Motorola demonstrates compliance with the requirements hereof; and/or

b. Terminate this Agreement.

10. **Confidentiality.**

10.1. **Confidential Information.** "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be

considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

10.2.   Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

10.3.   Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

10.4.   Public Records Act. Motorola acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 10 shall prevent Customer from disclosing Confidential Information only when and if it is for purposes of complying with an applicable Public Records Act to the extent legally required.

10.5.   Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the

extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

11.   Proprietary Rights; Data; Feedback.

11.1.   <u>Data Definitions.</u> The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **"Third-Party Data"** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **"Process"** or **"Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

11.2.   <u>Motorola Materials.</u> Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.3.   <u>Ownership of Customer Data.</u> Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to

Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 11.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 11.4.3 – Sub-processors**.

11.4. Processing Customer Data.

 11.4.1. <u>Motorola Use of Customer Data</u>. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

 11.4.2. <u>Sub-processors</u>. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

11.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this Agreement or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 14.12 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

11.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties in accordance with applicable law. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such

collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.7.   Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's governmental purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this Agreement.

Further, if Motorola provides written notice to Customer that substantiates a claim that Customer or Authorized User's access to Motorola Data or Third-Party Data violates the terms of this Agreement, applicable law or Motorola's authorization for use of Third-Party Data by the Third-Party provider, then Customer shall within thirty (30) days from the date of such notice, either provide a written response to Motorola substantiating why such access does not violate the terms of the Agreement, applicable law or Motorola's authorization or suspend, change or terminate its or Authorized User's access to Motorola or Third-Party Data. If Customer does not take either action within thirty (30) days from Motorola's notice, then Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

Upon termination of Customer's rights to use any Motorola Data or Third-Party Data in accordance with this Section, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

11.8.   Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.9.   Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written

documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12.   Force Majeure; Delays Caused by Customer.

12.1.   Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

12.2.   Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 12.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

13.   Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

13.1.   Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of California. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

13.2.   Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 13.2 – Negotiation; Mediation** will take place in Alameda County, California, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 13.3 – Litigation, Venue, Jurisdiction** below.

13.3.   Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Alameda County, California. Each Party expressly consents to the

exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

14.   General.

14.1.   Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that the Parties will ensure its and its sale and use of the Products and Services complies with law (including privacy laws), and the Parties will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its sale and use of the Products and Services as contemplated by this Agreement. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law. The Parties' obligations as set forth in this Section are Material Obligations.

14.2.   Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

14.3.   Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party which shall not be unreasonably denied. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. The Parties' obligations as set forth in this Section are Material Obligations.

14.4.   Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

14.5.   Nondiscrimination and Equal Opportunity. During the performance of this Agreement, Motorola shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, marital status, age, sex, gender, sexual orientation, gender identity, gender expression, military and veteran status, or use of family- care leave, medical-care leave, or pregnancy-disability leave. Motorola shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Motorola shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) *et seq.),* and applicable regulations (California Code

of Regulations, Title 2, Section 7285 *et seq.).* The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Motorola shall give written notice of its obligations under this non-discrimination clause to labor organizations with which it has a collective bargaining or other agreement, and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Motorola shall also include the nondiscrimination and compliance provisions of this Agreement in any subcontract approved by the Customer or this Agreement. Motorola's obligations as set forth in this Section are Material Obligations.

14.6.   Conflict of Interest. Motorola may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place it in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Motorola shall not employ any Customer official in the work performed pursuant to this Agreement. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Motorola hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the Customer. If Motorola was an employee, agent, appointee, or official of the Customer in the previous 12 months, Motorola warrants that it did not participate in any manner in the forming of this Agreement. Motorola understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Motorola will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Motorola will be required to reimburse the Customer for any sums paid to the Motorola. Motorola understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California. Motorola's obligations as set forth in this Section are Material Obligations.

14.7.   Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

14.8.   Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

14.9.   No Employee Relationship. No relationship of employer and employee is created by this Agreement. Each Party is not an agent or employees of the other Party in any capaCustomer whatsoever, and the Parties shall not be liable for any acts or omissions by the other Party nor for any obligations or liabilities incurred by the other Party.

The Parties and their respective officers, officials, agents, employees, volunteers, contractors, or any individual or agency for which the Party is legally liable shall have no claim under this

Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of the other Party, entitlement to any contribution to be paid by the other Party for employer contributions and/or employee contributions for PERS benefits, or any other employee benefits of any kind.

The Parties and their respective officers, officials, agents, employees, volunteers, contractors, or any individual or agency for which the Party is legally liable shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees, including but not limited to, PERS, and agree to indemnify and hold the other Party harmless from any and all liability which they may incur because of their failure to pay such accounts.

In carrying out the work contemplated herein, each Party shall comply with all the applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; agrees that such officers, agents, and/or employees will be considered Independent Contractors of the other Party and shall not be treated or considered in any way as officers, agents, and/or employees of the other Party.

14.10. **Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties.

14.11. **Interpretation.** The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

14.12. **Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

14.13. **Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

14.14. **Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.6 – Warranty Disclaimer; Section 7. Indemnifications and Hold Harmless; Section 8 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 12 – Force Majeure; Delays Caused by Customer; Section 13 – Disputes; and Section 14 – General.

14.15. <u>**Entire Agreement.**</u> This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Amendment Effective Date.

Motorola: Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____
Authority Secretary

APPROVED AS TO FORM:

_____
Authority Counsel

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

_____
Board Chair

EXHIBIT A

OPERATING DOCUMENTS

EXHIBIT A-1

June 28, 2023 Proposal

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

EBRCSA INFRASTRUCTURE SUA AND MAINTENANCE   JUNE 28, 2023

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

June 28, 2023

Mr. Tom McCarthy
Executive Director
EBRCSA
4985 Broder Blvd.
Dublin, CA 94568

Re: 6 Year SUA and Maintenance & Support Proposal

Dear Tom,

Motorola Solutions, Inc. ("Motorola") is pleased to submit to the East Bay Regional Communication System Authority (EBRCSA), the following Infrastructure Software Upgrade Agreement (SUA) and Maintenance and Support (M&S) proposal. This multi-year proposal outlines a cost-predictable path for comprehensive protection and refreshment of EBRCSA's mission critical communications infrastructure. The recommendations and delivery methodology proposed will align EBRCSA's ongoing upgrade and maintenance requirements with that of Motorola's product lifecycle for the next 6 years.

Motorola Solutions heavily invests in research and development to continually improve system capability, security and industry standards. Upgrading your network ensures you attain the most value from your investment with the latest features and security enhancements while reducing total cost of ownership. Through the SUA and Maintenance programs, you will extend the lifespan of your network with planned system updates, and receive the necessary upgrades, implementation and change management services required to maintain your network at the highest level of support.

Coverage in the proposal is multi-faceted and is intended not only for the ASTRO 25 system, but also key network elements interfacing with the ASTRO 25 system. This includes EBRCSA's MPLS network, as well as the audio recording infrastructure. The proposal encompasses upgrades through 2029, including costs for hardware, software, labor and technical resources required to execute the recommended upgrade and maintenance strategy.

The EBRCSA network is an indispensable component of public safety within Alameda and Contra Costa counties. Motorola has taken great care to propose a solution that ensures you will maintain critical network resiliency and security advancements in the most economically and financially sound manner possible.

This Proposal is a firm offer, subject to the terms and conditions of the existing Communications System Agreement (CSA) between EBRCSA and Motorola, dated July 07, 2009, as amended by Amendment No. 5 enclosed with the Proposal. EBRCSA may accept the proposal by delivering to Motorola a signed copy of Amendment No. 5 to the current CSA.

East Bay Regional Communications System Authority
EBRCSA Infrustructure SUA and Maintenance

June 28, 2023
Use of disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Exhibit A.1 The Proposal Page 2

Motorola Solutions' proposal is conditional upon EBRCSA's acceptance of the terms and conditions included in this proposal, or a negotiated version thereof. Pricing will remain valid until September 30, 2023.

Any questions EBRCSA has regarding this proposal can be directed to Michael Larson, Senior Account Manager at 530-333-7584, michael.larson@motorolasolutions.com.

Our goal is to provide EBRCSA with the best products and services available in the communications industry. We thank you for the trust you continue to have in Motorola and greatly appreciate the opportunity to continue to strengthen our long term relationship.

Thank you.

Regards,

Scott Lees
Vice President, Western Region
Motorola Solutions Inc.

East Bay Regional Communications System Authority
EBRCSA Infrustructure SUA and Maintenance

Motorola Solutions Confidential Restricted

June 28, 2023
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ASTRO 25 MAINTENANCE SERVICES

1.1. ADVANCED SERVICES SUPPORT DESCRIPTION

1.1.1. Overview

Motorola Solutions is proposing our Advanced Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of East Bay Regional Communications System Authority network. Advanced Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service (RSUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Managed Detection and Response.
- MPLS Maintenance.
- NICE Gold Lite Maintenance Services.

Together, these elements will help to avoid operational disruptions and maintain the value of East Bay Regional Communications System Authority communications investment.

1.1.2. Advanced Services Element Descriptions

The following sections describe the elements proposed for East Bay Regional Communications System Authority ASTRO 25 infrastructure.

1.1.3. Network Event Monitoring

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

1.1.4. Remote Technical Support

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

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1.1.5.   Network Hardware Repair

To restore East Bay Regional Communications System Authority ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

1.1.6.   Remote Security Update Service

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

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

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

With RSUS, Motorola Solutions will remotely install tested updates on East Bay Regional Communications System Authority ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

1.1.7.   On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to East Bay Regional Communications System Authority ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

> Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Advanced Services and in the Customer Support Plan agreed between EBRCSA and Motorola Solutions.

1.1.8.   Annual Preventive Maintenance

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

1.1.9.   Managed Detection and Response

Experienced, specialized cybersecurity analyst at Motorola Solutions' Security Operations Center (SOC) will monitor Customer's ASTRO 25 radio network and Customer Enterprise Network (CEN) 24/7/365 for security threats. SOC analysts will coordinate with the

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Customer through the ActiveEye Security Platform to identify and mitigate threats to the Customer's networks.

1.1.10. MPLS Maintenance and UEM Monitoring

Motorola Solutions is in the process of adding the MPLS routers to the ASTRO Network Management platform UEM. Motorola will monitor the UEM for alarms. Real-time, continuous "endpoint" event monitoring of the MPLS backhaul network components, directing the Customer's attention to potential disruptions to backhaul connections.

1.1.11. Motorola Solutions Service Delivery Ecosystem

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

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

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

1.1.12. Centralized Managed Support Operations

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

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

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

1.1.13. Field Service

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

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1.1.14. Repair Depot

The Motorola Solutions Repair Depot will provide EBRCSA with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable East Bay Regional Communications System Authority representatives to check repair status, from inbound shipment to return.

1.1.15. Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be East Bay Regional Communications System Authority key point of contact for the definition and administration of services. The CSM will work with EBRCSA to define service delivery details to address East Bay Regional Communications System Authority specific priorities.

1.1.16. MyView Portal

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

Figure Error! No text of specified style in document.**-1: MyView Portal offers real-time, role-based access to critical network and services information.**

With MyView Portal, East Bay Regional Communications System Authority administrators will be able to monitor system health and maintenance updates. Capabilities include:

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

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

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1.2. ASTRO 25 ADVANCED SERVICES STATEMENT OF WORK

1.2.1. Overview

Motorola Solutions' ASTRO® 25 Advanced Services ("Advanced Services") provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Services consist of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Managed Detection and Response.
- MPLS Maintenance.
- NICE Gold Lite Maintenance Services.

Each of these elements is summarized below and expanded upon in Section0. In the event of a conflict between the descriptions below and an individual subsection of Section 0, the individual subsection prevails.

> This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").
>
> In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

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Remote Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

Managed Detection and Response

Real-time, continuous ASTRO 25 radio network security elements monitoring by specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks.

1.2.2   Motorola Solutions Service Delivery Ecosystem

Advanced Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

1.2.3   Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

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1.2.4 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

1.2.5 Customer Support Manager

A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Services.

1.2.6 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

1.2.7 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- Network Event Monitoring: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Remote Technical Support: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- Remote Security Update Service: View patch history and status of recently completed security updates.
- On-site Infrastructure Response: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.

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- Annual Preventive Maintenance: View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- Security Monitoring: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

1.3 CONNECTIVITY SPECIFICATIONS

The Advanced Services package requires available internet connectivity provided by the Customer. A minimum connection of 2 Mbps is necessary to enable remote monitoring and update services.

1.4 ADVANCED SERVICES DETAILED DESCRIPTION

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

1.4.1 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer's ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

1.4.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center ("NOC"). Incidents will be generated automatically based on the criteria shown in **Table** Error! No text of specified style in document.**-1: Alarm Threshold Rule Options for all Event Types**.

Table Error! No text of specified style in document.**-1: Alarm Threshold Rule Options for all Event Types**

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria:	An incident will be triggered if an event fulfills one of the two following criteria:
Event occurs 5 times in 30 minutes.	Event occurs 7 times in 30 minutes.
Event causes 10 minutes of continuous downtime for a monitored component.	Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure ("CHP"). Depending on the incident,

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Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open: – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Incident closure information.
- Site Arrival – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via MyView Portal, including incident management reports. Any specific remediation and action notes from Motorola Solutions' CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite ("SCP-Lite"), which can be accessed through MyView Portal, provides a read only view of the Customer's current service configuration, including site parameters, notification preferences, and dispatch information. If the Customer or Motorola Solutions make changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

1.4.1.2   Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 1.5 Priority Level Definition and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

1.4.1.3   Inclusions

Network Event Monitoring is available for the devices listed in Section 0 Monitored Elements.

1.4.1.4   Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 0 Connectivity Matrix describes available connectivity options.

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- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 0 Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 1.5 Priority Level Definitions and Response Times.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 0 Customer Responsibilities.
- Create an incident, as necessary. Gather information to perform the following:
    - Characterize the issue.
    - Determine a plan of action.
    - Assign and track the incident to resolution.
- Provide the Customer with a link to access system configuration info, site info, system notifications, and system notes.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 0 Customer Responsibilities.
- If the Customer's technician designated in the CSP is Mobile OSS ("MOSS") enabled, the incident will be Automatically Dispatched to MOSS. Otherwise, the incident will be sent to the CMSO Service Desk.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

1.4.1.5   Limitations and Exclusions

The following activities are outside the scope of the Network Monitoring service:

- Motorola Solutions will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
- Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.

1.4.1.6   Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.

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- Provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
  - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section 1.5 Priority Level Definitions and Response Times.

1.4.1.7   Connectivity Matrix

Request connectivity eight weeks in advance of service start date.

Table Error! No text of specified style in document.**-2: Available Connectivity**

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola Solutions
ASTRO® 25	Ethernet	Motorola Solutions

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1.4.1.8 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

Table Error! No text of specified style in document.-3: Motorola Solutions Owned and Supplied Equipment

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

1.4.1.9 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each

element to be monitored on the Customer's system is inventoried in section 0

SYSTEM PRICING CONFIGURATION.

Table Error! No text of specified style in document.-4: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	Radio Interface
AIS	ESX	RDM
AMB	Exit Router	RFDS
Application Server	Firewall	RGU
APX Cloud Application	GAS Server	RNG
ATR	Gateway	Router
AUC	Gateway Router	RTU
Backup Server	Gateway Unit	Short Data Router
Base Radio	HSS	Site
Call Processor	Infrastructure (CHI CAM)	Statistical Server
CAM	Install Server	Storage Networking
CBSD	LAN Switch	Switch
CCGW	Licensing Service	Telephony
Channel	Link	Terminal Server
Client Station	Load Balancer	Time Keeper
CommandCentral AXS dispatch console	Logging Recorder	Training App
Controller	Logging Replay Station	Training Database
Conventional	MME	TRAK

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Core	MOSCAD Server	Trap Forwarder
Core Router	Network Address	UCS
Data Processing	Network Device	UEM
Database Server	NTP	Virtual Machine
Data Warehouse Server	OP	VMS
Device Configuration Server	OSP	VPM
DNS	Packet Data Gateway	WSGU
Domain Controller	Physical Host Environmental	ZDS
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller
eNodeB	Power Distribution Unit	-

1.4.2 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

1.4.2.1. Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' Customer Relationship Management ("CRM") system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 1.5 Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultant to

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support the local resource in the timely closure of infrastructure, performance, and operational issues.

1.4.2.2. Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 1.5 Priority Level Definitions and Response Times.

1.4.2.3. Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

1.4.2.4. Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 1.5 Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

1.4.2.5. Limitations and Exclusions

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

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

1.4.2.6. Customer Responsibilities

- Provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").

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- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 1.5 Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform acts to the best of its ability that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

1.4.3. Network Hardware Repair

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

1.4.3.1. Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations ("IDO"). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

1.4.3.2. Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations ("CMSO") organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained by contacting the Customer Support Manager ("CSM").

1.4.3.3. Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life ("EOL") notification.

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1.4.3.4. Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found ("NTF") to third-party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
  - Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
  - When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 1.4.3.6 Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time ("CST"), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out ("NFO"). In such cases, the Customer will be responsible for paying shipping and handling charges.

1.4.3.5. Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

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- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.4.3.6.   Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
- Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.

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- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and, to the best of its ability, perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

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1.4.3.7.   Repair Process
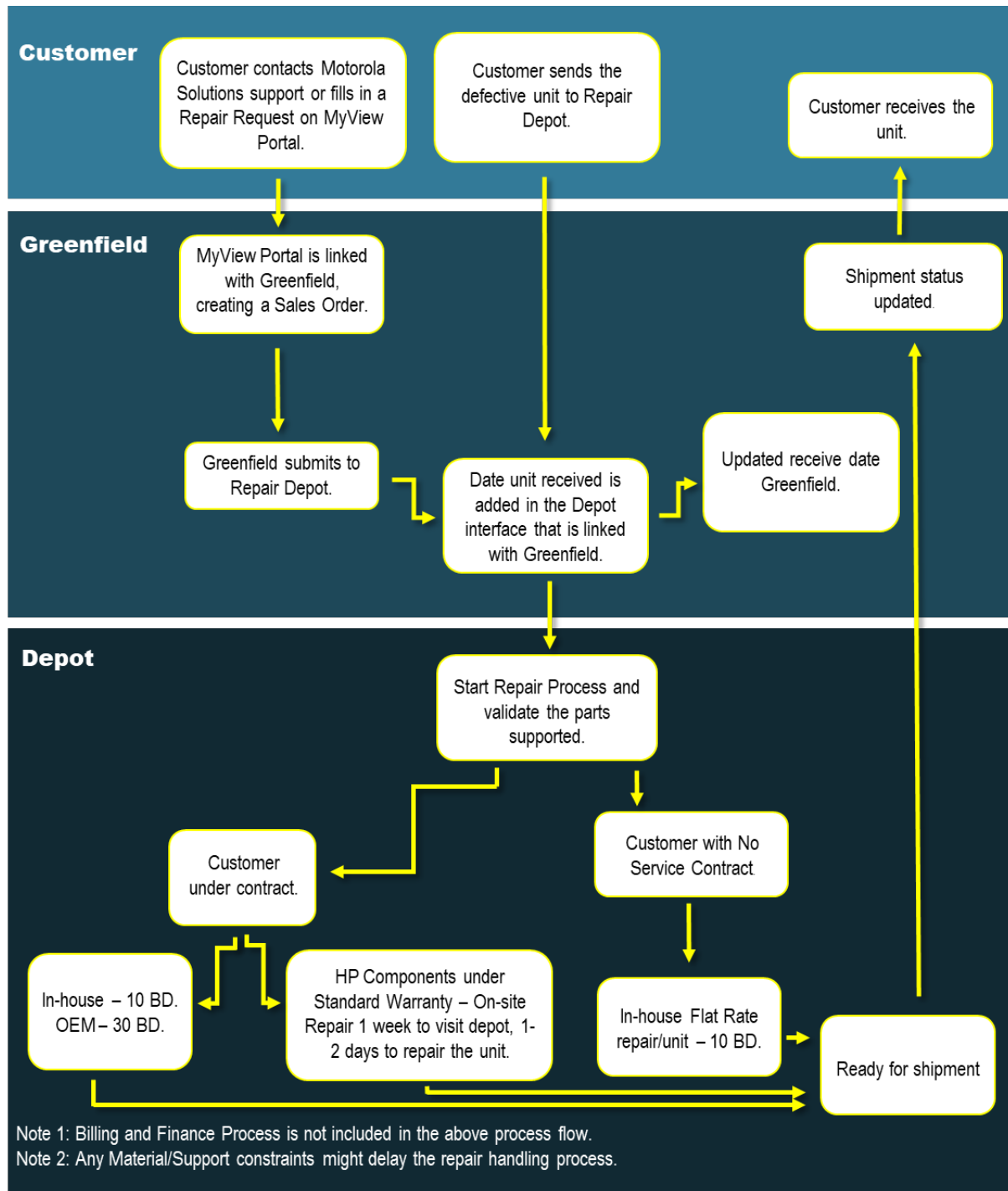
Figure Error! No text of specified style in document.**-2: Repair Decision Process**

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1.4.4.   Remote Security Update Service

Motorola Solutions' ASTRO 25 Remote Security Update Service ("RSUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola Solutions will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Security Update Service ("SUS") and Network Event Monitoring service are prerequisites for RSUS. These prerequisites are included as part of this service package.

1.4.4.1.   Description of Service

Motorola Solutions remotely installs pretested security updates on the applicable ASTRO system components. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola Solutions will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola Solutions provides the Customer with a report outlining the updates made to the Customer's system. This report will inform the Customer of security update network transfers and installation.

1.4.4.2.   Remote Update Requirements

An always on, reliable connection from the Customer's network to Motorola Solutions is required to enable this service. Recommended Internet bandwidth of 20 Mbps or higher. Additional hardware (such as a secure router) may be provided to deliver the services. If the Customer is unable to install the equipment or provide a suitable Internet connection, please contact your CSM to discuss options. Please note, if an existing connection is available, this may be suitable to deliver the service.

Customer systems with slow and/or unreliable remote site links may impact our ability to deliver the service.

In some instances, Motorola Technical Notices ("MTN") must be applied to enable Motorola Solutions to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event Motorola Solutions cannot deploy security updates unless one or more MTNs are installed, Motorola Solutions will communicate this to the Customer. The Customer and their Customer Support Manager ("CSM") will determine how to apply necessary MTNs. Once necessary MTNs are applied to the Customer's system, Motorola Solutions will continue to remotely deploy security updates.

Connections to other networks, herein referred to as Customer Enterprise Network ("CEN"), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network with only the following exceptions: Key Management Facility ("KMF") and MCC 7500e consoles.

The Customer may request, via the CSM, that Motorola Solutions remotely updates MCC 7500e consoles and KMF in the Customer's CEN as part of RSUS, or

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designate Customer IT resources to install the security updates. The Customer must make the appropriate configuration changes to their firewall allowing access.

1.4.4.3. Reboot Support

If Reboot Support is included with RSUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

1.4.4.4. Scope

RSUS includes pretested security updates for the software listed in **Table** Error! No text of specified style in document.**-5: Update Cadence**. This table also describes the release cadence for security updates.

Table Error! No text of specified style in document.**-5: Update Cadence**

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly

Motorola Solutions installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time on Monday through Friday, excluding Public Holidays. The Customer may submit a formal request that Motorola Solutions personnel work outside of these hours. The Customer may need to pay additional costs for work to be completed outside of normal business hours.

Motorola Solutions will provide an Impact Timeline ("ITL") to show installation tasks scheduled during normal business hours, including preparation work and the transfer of security updates to local storage or memory. Server and workstation reboots or zone controller rollover will be initiated at the times shared in the ITL.

Intrusive security updates require Customer coordination, may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. While rolling the zone controllers, the system will operate in "Site trunking" mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

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1.4.4.5. Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in **Table** Error! No text of specified style in document.**-6: SUS Packages**. This table indicates if Motorola Solutions will provide any RSUS optional services to the Customer. RSUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned CSM for the latest supported releases.

Table Error! No text of specified style in document.**-6: SUS Packages**

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	L Core M Core Simplified Core	X
Remote Security Update Service with Reboot Support	L Core M Core Simplified Core	X

Responsibilities for rebooting applicable hardware are detailed in Section 1.4.4.9 Reboot Responsibilities.

1.4.4.6. Motorola Solutions Responsibilities

- If required, in order to provide the services, Motorola Solutions will send to the customer a secure router and / or a Network Management Client for installation in the ASTRO system. If the Customer is unable to install, please contact your CSM who will be able to arrange for this to be completed.
- Remotely deploy upatches listed in Section 1.4.4.4 Scope on the Customer's system. Patches will be installed on the cadence described in that section.
  - As outlined in Section 1.4.4.4 Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
  - Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event no security updates are released by the OEMs during the usual time period, Motorola Solutions will send a notice that no new security updates were deployed.

1.4.4.7. Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system ("IDS") signature updates for IDS solutions. However, select vendor IDS signature

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updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.

- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware are not included in these services.
- This service excludes the delivery of MTNs to the customer system.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

1.4.4.8. Customer Responsibilities

- This service requires connectivity from Motorola Solutions to the Customer's ASTRO 25 system. If required, procure internet connectivity before the service commences, and maintain it for the duration of the Term.
- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Coordinate any maintenance or other updates that are not part of RSUS with Motorola Solutions to minimize downtime and redundant efforts.
- Motorola Technical Notices ("MTN") must be applied to enable Motorola Solutions to remotely deploy the latest security updates.

1.4.4.9. Reboot Responsibilities

Motorola Solutions will provide reboot services only for the core. Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS package being purchased. **Table** Error! No text of specified style in document.**-7: Reboot Responsibilities Matrix** contains the breakdown of responsibilities. Section 1.4.4.5 Inclusions indicates which services are included.

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Table Error! No text of specified style in document.**-7: Reboot Responsibilities Matrix**

Remote SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Remote Security Update Service	Provide a report to the Customer's main contact listing the servers or workstations for the core which must be rebooted to ensure installed security updates become effective.	When a security update requires a reboot, reboot servers and workstations after security updates are installed. When remote deployment is in progress, it may be necessary for multiple reboots to be coordinated with Motorola Solutions.
Remote Security Update Service with Reboot Support	When a security update requires a reboot, dispatch a technician to reboot servers and workstations for the core after security updates are installed.	

1.4.4.10. Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

1.4.5.   On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider. The following includes the equipment covered:

- Master Site including the Master Site CEN

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1.4.5.1.   Description of Service

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

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 1.5 Priority Level Definitions and Response Times.

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

1.4.5.2.   Scope

On-site Infrastructure Response is available 24 hours a day, 7 days a week in accordance with Section 1.5. Customer's Response Time Classification is designated in the Customer Support Plan.

1.4.5.3.   Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

1.4.5.4.   Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  o Run diagnostics on the infrastructure component.
  o Replace defective infrastructure component, as supplied by the Customer.
  o Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  o If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
  o If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional. If verification by the Customer

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cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
- o Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
  - o Open and closed.
  - o Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

1.4.5.5. Limitations and Exclusions

The following items are excluded from this service:

- All Motorola Solutions infrastructure components beyond the post-cancellation support period.
- All third-party infrastructure components beyond the post-cancellation support period.
- All broadband infrastructure components beyond the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Tower and tower mounted equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.4.5.6. Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide the following information when initiating a service request:
  - Assigned system ID number.

x

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- Problem description and site location.
- Other pertinent information requested by Motorola Solutions to open an incident.
  - Provide field service technician with access to equipment.
  - Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
  - Maintain and store software needed to restore the system in an easily accessible location.
  - Maintain and store proper system backups in an easily accessible location.
  - If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
  - Cooperate with Motorola Solutions and to the best of its ability perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
  - In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

1.4.6. Annual Preventive Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly. The following includes the equipment covered:

- Master Site including the Master Site CEN

- Prime Site Controllers

1.4.6.1. Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

1.4.6.2. Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

1.4.6.3. Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service marked in **Table** Error! No text of specified style in document.**-8: Preventive Maintenance Level**.

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Table Error! No text of specified style in document.-8: Preventive Maintenance Level

Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

1.4.6.4. Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan ("CSP"), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
  - Perform the tasks defined in Section 1.4.6.7 Preventative Maintenance Tasks.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure ("MOP") defined for each task.

1.4.6.5. Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

1.4.6.6. Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.

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- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

1.4.6.7. Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section 1.4.6.3: Inclusions.

MASTER SITE CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management ("NM") Client Applications	Review Unified Event Manager ("UEM") events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol ("NTP")	Verify operation and syncing all devices.
Data Collection Devices ("DCD") check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.

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MASTER SITE CHECKLIST – LEVEL 1	
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

PRIME SITE CHECKLIST – LEVEL 1	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

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PRIME SITE CHECKLIST – LEVEL 1	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

1.5. PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table Error! No text of specified style in document.**-9: Priority Level Definitions and Response Times** describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

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Table Error! No text of specified style in document.**-9: Priority Level Definitions and Response Times**

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded. **Alarm Events:** Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.	Not applicable.

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1.6. ASTRO 25 MANAGED DETECTION AND RESPONSE

1.6.1. Summary

Motorola Solutions' ASTRO 25 MDR provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions' technologists have direct access to Motorola Solutions engineers for rapid resolution.

Our solution provides 24x7x365 Security Operations Center Support. This is a component of our broader proprietary SOC 2 Type 2 certified Managed Security Platform targeted to Public Safety, Critical Infrastructure, and State/Local municipalities.

1.6.2. The ActiveEyeSM Platform

In 2020, Motorola Solutions acquired Delta Risk, a leading Managed Security Services Provider (MSSP). The acquisition now allows Motorola Solutions to extend the ActiveEye platform to our customers and deliver a co-managed approach to 24/7 security monitoring operations across IT enterprise environments. The benefits of the ActiveEye platform are demonstrated below:

- Included Public Safety Threat Data Feed — Threat reports covering potential attack vectors based on dark web research. Summaries of actual attacks against public safety and state/local municipalities. Indicator data pulled from a large network of deployed public safety sensors and state/local municipality environments.

- Advanced Threat Detection & Response — Consolidate SIEM data and direct threat inputs from endpoint security, network sensors, and cloud/SaaS applications. Pre-built custom playbooks to process alerts and reduce/eliminate manual analyst effort.

- Single Dashboard for Threat Visibility — Prioritize based on actual assets in the environment. Asset inventory created manually or automatically with Managed Vulnerability Assessment Service - external and authenticated scans of assets, providing a complete attack surface map.

1.6.3. Chief Information Security Officer (CISO) Benefits

Main dashboard displays and aggregates all of the important and relevant risk information from across the organization, helping decision makers to make better-informed decisions to balance cybersecurity efforts and operational efficiencies.

Main dashboard provides key performance metrics and indicators that can inform an admin at a glance to the activity that is occurring throughout their environment.

Create ad-hoc reports and notifications based on available data and ActiveEye parameters.

Transparency into the service that Motorola Solutions is providing. The dashboard will provide the key indicators to the number of events that are handled on a daily, weekly, monthly basis and how those events are handled by the Motorola Solutions Security Operations Center (SOC).

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Public Safety Threat Alliance

Cyber threats to public safety agencies are increasing in scope, scale, and complexity; however, most agencies lack the cybersecurity capabilities required to mitigate risk and ensure continuity of public safety operations. To address this critical need, Motorola Solutions has established a cyber threat information sharing and analysis organization (ISAO) for public safety called The Public Safety Threat Alliance (PSTA). The PSTA is recognized by the U.S. Cybersecurity and Infrastructure Security Association (CISA), and highlights Motorola Solutions' commitment to public safety agencies and the communities they serve.

The PSTA will leverage cybersecurity risk information from across Motorola Solutions' Cybersecurity Services. This, paired with information from members and trusted partners including CISA, other ISAOs, and nonprofits dedicated to sharing cyber threat intelligence, will help generate actionable intelligence to improve members' cybersecurity posture, defense, and resilience against evolving threats to their public safety missions. Membership in the PSTA is open to all public safety agencies. While initial efforts are focused on U.S. public safety, the Alliance will include global public safety agencies in the future.

Learn more about the Public Safety Threat Alliance at:
https://motorolasolutions.com/public-safety-threat-alliance.

1.6.4. Solution Overview

Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the proposed cybersecurity services for **Error! Unknown document property name.** (hereinafter referred to as "Customer").

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. With MDR, Motorola Solutions will provide access to our ActiveEye^{SM} Security Platform, along with 24x7 support from specialized security technologists, who will monitor your mission critical network against threat and intrusion.

The following ASTRO® 25 Managed Detection and Response features and services are included in our proposal:

- **ActiveEye^{SM} Managed Detection and Response Elements**.
  - ActiveEye Security Management Platform
  - ActiveEye Remote Security Sensor (AERSS)
  - Internetworking Firewall
- **Service Modules**
  - Log Collection / Analytics
  - Network Detection
  - Vulnerability Detection
- **Security Operations Center Monitoring and Support**

1.6.4.1. Site Information

The following site information is included in the scope of our proposal:

Table Error! No text of specified style in document.**-10.** Site Information

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Site / Location	Quantity
Core Site	1
Control Room CEN	2
Co-located CEN	1
Network Management Clients	3
Dispatch Consoles	223
AIS	8
CEN Endpoints	10

Services Included

The ActiveEye service modules included in our proposal are selected in the **Subscribed** column below. The **Network Environment** column will designate the location of each module: ASTRO 25 RNI, CEN, or the Control Room CEN.

Table Error! No text of specified style in document.**-11: Service Modules**

Service Module	Features Included	Network Environment	Subscribed
ActiveEye Remote Security Sensor (AERSS)	Number of sensors: 4 • (3) CEN • (1) Core Site	RNI CEN	X
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	RNI CEN	X
Network Detection	Up to 1 Gbps per sensor port	RNI CEN	X
Vulnerability Detection	Vulnerability Scanning Endpoints	Control Room CEN	X

The following table lists any ancillary components included.

Table Error! No text of specified style in document.**-12. Ancillary Components**

Description	Quantity
Internetworking Firewall	1

1.6.5.   Service Description

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye℠ security platform. The SOC's cybersecurity analysts

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monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to; requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The Managed Detection and Response service includes the deployment and optimization of these elements into the Customer's network.

1.6.5.1. Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

1.6.5.1.1. ActiveEye Security Platform

Motorola Solutions' ActiveEye^{SM} security platform collects and analyzes security event streams from ActiveEye Remote Security Sensors (AERSS) in the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

> Applies to included ASTRO 25 Radio Network Infrastructure (RNI), CEN, and Control Room CEN infrastructure.

1.6.5.1.2. ActiveEye Managed Security Portal

The ActiveEye Managed Security Portal will synchronize security efforts between the Customer and Motorola Solutions. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

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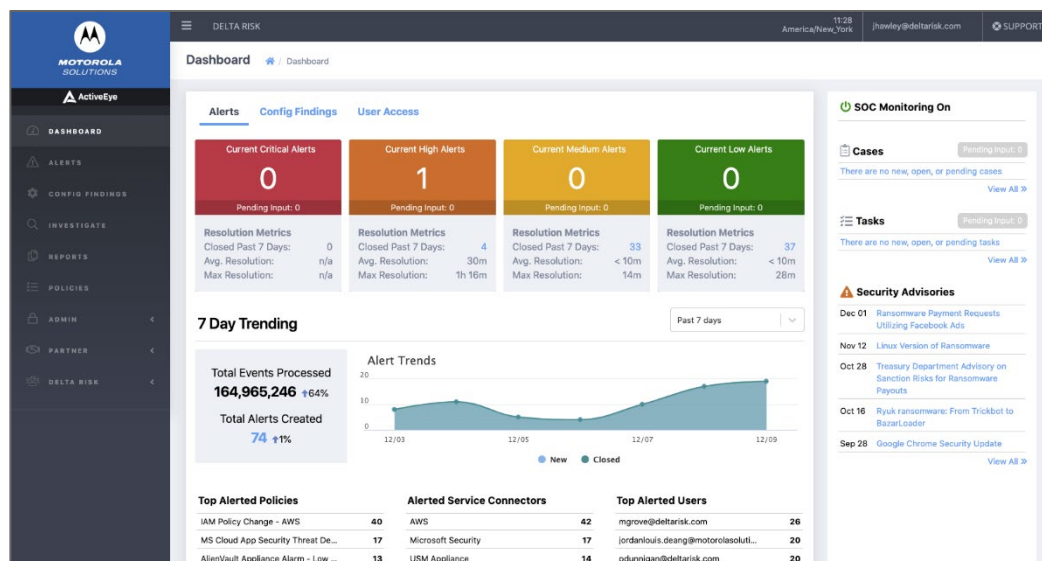
Figure Error! No text of specified style in document.**-3: ActiveEye Interface**

Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

Security Cases

When the Customer and Motorola Solutions identify a threat, the SOC will create a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases, create new cases, or respond to ongoing cases.

Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

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Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

Information Sharing

The ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Customer, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.

- **Customer Notebook** - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.

- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

1.6.5.1.3. ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over port(s) and scan elements for vulnerabilities.

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specifications	Requirements
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply)
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Disspitation (max)	2107 BTU/hr
Internet Service Bandwidth	Bandwidth throughput 10Mbps per zone

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1.6.5.1.4.   Internetworking Firewall

The Internetworking Firewall sits between the Demilitarized Zone (DMZ) and the Internet (or customer network leading to the Internet).

The following are the environmental requirements and specifications the Customer must provide to prepare for the Internetworking Firewall deployment.

Specifications	Requirement
Rack Space	1U
Power Consumption (Max)	28.6 W (Single Power Supply)
Power Input	100-240V AC
Current	.52 A
Circuits Breaker	Qty. 1
Heat Dissipation (Max)	97.6 BTU/hr
Line Cord	NEMA 5-15P
Internet Service Bandwidth	Bandwidth throughput 10 MB High availability Internet Connection (99.99% (4-9s) or higher). Packet loss < 0.5%. Jitter <10 ms. Delay < 120 ms. RJ45 Port Speed - Auto Negotiate

1.6.5.2.   Service Modules

ActiveEye delivers service capability by integrating one or more service modules. These modules provide ActiveEye analytics more information to correlate and a clearer vision of events on East Bay Regional Communications System Authority's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye service module in detail.

1.6.5.2.1.   Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye Security Management Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year, but no longer than 90 days, following expiration or termination of the Agreement. A longer time period can be provided if subscribed, see **Table** Error! No text of specified style in document.**-11: Service Modules** for subscription details.

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1.6.5.2.2. Network Detection

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

1.6.5.2.3. Vulnerability Detection

Vulnerability Detection is available for Control Room CEN components that can be scanned by the assessment tool integrated with the ActiveEye platform.

Vulnerability scans can be conducted as unauthenticated, authenticated, and/or agent based.

Vulnerability scans will be configured to occur on a recurring schedule that meets the customer's operational profile. Scan results will be available to the customer as they are completed.

1.6.5.3. Security Operations Center Services

Motorola Solutions delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola Solutions' SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer.

1.7. MPLS MAINTENANCE

The following services are included for maintenance of the EBRCSA MPLS network:

- Remote Technical Support
- Advanced Exchange
- Software Subscription Plan

Motorola will work hand in hand with Nokia to perform the responsibilities assigned to them, respectively, in this SOW for Motorola's end user, EBRCSA. The following equipment is covered under this service agreement:

- Forty-two (42) SAR-8 Routers
- Five (5) SAR-18 Routers

The following is a description of the services included.

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Technical Support:

o The Service Level Agreement targets apply to Maintained Products running on hardware and software Releases that are in GA (Generally Available) status and consequently will not apply to either pre-GA or Support Ended hardware/software.

  ▪ "Support Ended" means the product has reached its end of life and is no longer sold by Nokia and customer requests for troubleshooting, advice, information or assistance are no longer performed. The Support Ended status is announced to customers publicly and in advance of the date that it is in effect.

o Updates must occur annually at a minimum. However, notwithstanding the foregoing, an immediate update is required if the Customer increases the quantity of the Maintained Products by more than 10% at any time.

o Preventive maintenance of the MPLS equipment is not included.

Repair and Exchange Service - Advanced Exchange Service (RES-AE):

o Repaired or exchanged Parts may contain components that are used, remanufactured or refurbished. Exchanged Parts will be Form, Fit and Functionally compatible.

o RES does not include:

  ▪ Part modification or upgrade.

  ▪ Root cause analysis that specifies the actual Part failure cause or any specific remedial action.

  ▪ Repair or exchange of Parts with defects or malfunctions caused directly or indirectly by: (1) failure of non-Seller personnel to follow the manufacturer's installation, operation, or maintenance instructions; (2) Products or their Parts not specifically identified as RES Entitled Products or RES Entitled Parts; (3) abuse, misuse, or negligent acts of non-Seller personnel; (4) damage from fire, water, wind, exposure to weather, or other forces of nature; (5) acts of terrorism, vandalism or other hostiles actions.

  ▪ Repair or exchange of Parts that show evidence of: (1) improper packaging; (2) improper handling; (3) modification by non-Seller approved personnel; (4) the installation or attachment of non-Seller or non-OEM approved components including hardware or software; (5) any condition that exceeds the tolerances as prescribed by the manufacturer.

  ▪ Passive and mounting hardware such as cabinets, chassis, frames, antennae, connectors, cables, cable assemblies, cords, brackets, bezels, faceplates, adapters, panels or labels.

  ▪ Consumables such as batteries, air filters, or transformers.

  ▪ Documentation or software in all media forms.

Software Subscription Plan (SSP):

o License Terms of Feature Releases: All software that is provided in connection with the Service is licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

o The following items must be purchased separately by Customer:

  ▪ Any modifications to any parts of the network which are deemed by Motorola/Nokia necessary to accomplish network compatibility with a Feature Release.

  ▪ Any additional products required to take advantage of any new functionality within a Feature Release.

  ▪ Any additional software licenses required to support growth in the network of hardware or software (e.g. nodes, DSL ports, subscribers, seats, etc.).

  ▪ Any features in a Feature Release for which an additional license or activation fee is normally required.

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Additional Notes:

- If Customer terminates the Agreement prior to the expiration of the Term, it may be assessed termination fees prior to a future re-subscription to this Service.
- SSP does not include performing the installation of the software releases in Customer's network.
  - Where required, a minimum of twelve (12) weeks lead-time must be provided for all Firmware orders (i.e. PROMs – Programmable Read-Only Memory).
- Motorola/Nokia will provide access to Patch Releases or Maintenance Releases for Maintained Products, when available. EBRCSA shall provide its own means to install such fixes, patches, and updates, as and when made available.
- Motorola/Nokia will provide standard instructions for installation of Patch Releases or Maintenance Releases to Customer.
- Feature Releases, Patch Releases and Maintenance Releases will be distributed via Internet download, CD, DVD, tape, or file transfer protocol (FTP).
- EBRCSA agrees to regularly upgrade the network to use the latest available software and firmware releases.
- Motorola/Nokia may deny access immediately and in the future to individuals using the download site other than as permitted.
- If Customer fails to provide Motorola with updates to the "Products Covered", Customer may be subject to an audit of the network by Motorola/Nokia at Customer's expense.
- Possible New Release Roadmaps: The forecast of future software releases (product roadmap) is provided by Motorola/Nokia solely to inform EBRCSA of Nokia's plan of record for the relevant product(s) and both Parties agree that such information does not form an enforceable of any kind on behalf of either Party under this Agreement and no penalties or damages shall be available to Customer if Motorola alters the product roadmap during the Term including cancellation of any specific feature or functionality or delay in the timing of development.
- The maintenance and support commitment is based on support availability for a functionally similar application as furnished by Motorola/Nokia and does not warrant support for specific products, individual features, specific functionalities or legacy interfaces for which there is no broad market demand. In the event that any products or constituent parts in the network are discontinued to the extent that appropriate support cannot be extended, EBRCSA agrees to refresh parts the Network when determined necessary by Customer to Generally Available and fully supported Hardware and Software. Motorola/Nokia shall provide quotes for equipment, software and management system refresh upon request. EBRCSA acknowledges that product/network refresh cycles may necessitate the need for mutually agreed and scheduled network downtime.
- Alternatively, products designated as Future Discontinued, Manufacturer Discontinued or Support Discontinued can be still be supported under the Life Extender Services (degrading SLAs).
- Mature products classified under Extended Life cycle support are subject to reduced target SLAs for non-critical issues.
- On-site support is not specifically provided as part of this SOW. If Motorola/Nokia determines that the issue cannot be restored or resolved remotely, Motorola/Nokia may, at its sole discretion, provide emergency on-site support. In the event on-site intervention is performed, the travel time to arrive at the Site will be added to the Restore time target or discounted from the Restore interval.
- EBRCSA shall provide Motorola/Nokia with the necessary infrastructure to complete a remote connection to the Site. The preferred tool is RAMSES or any other mutually approved tool.
- A Remote Connection with the following mandatory characteristics must be available:

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- Secure solution based on a permanent LAN to LAN IPSEC using efficient security solution (e.g., firewall)
- Minimum bandwidth of 2MBits/s in both directions
- Transfer file system enabling large file transfer through secure connections (e.g., SFTP)
- Multi session system enabling a parallel connection of experts, through secure connections (e.g., SSH)
  o The Remote Connection should not:
  - Require a dedicated internet line
  - Rely on any hardware token system
  - If, due to reasons beyond the control of Nokia, the Remote Connection cannot be established or is established with unsatisfactory quality or bandwidth, the KPIs specified in the "Service Level Agreements" shall be extended for the same period during which the Remote Connection could not be established. In this situation, Nokia reserves the right, and upon consent of Customer, to send skilled personnel to the site to resolve the problem.

Technical Support SLA/KPI Notes

If on-site intervention is required to resolve a hardware problem (e.g. replacing a faulty Maintained Products), the Restore target is temporarily suspended during that time period. It will restart once the hardware problem is corrected (e.g. a new or repaired Maintained Product is installed in the network).

Target does not apply when Maintained Products are not installed in redundant configurations, if available. In the highly unlikely event that the correction of a software defect is required to provide a Restore, it will be provided if it already exists within a Maintenance Release of the same major load the Customer is running. (e.g. customer is running 7.0 Rel 5, and the fix is available in 7.0 Rel 8.). Outside of this, no new development of software code will be performed to provide a Restore.

If a correction of a software defect is required to provide a Resolve, it will be provided if it already exists within a Maintenance Release of the same major load the Customer is running. (e.g. customer is running 7.0 Rel 5, and the fix is available in 7.0 Rel 8.). Outside of this, no new development of software code will be performed to provide a Resolve.

Figure 1-3:SLA Targets for Technical Support (TS)

Service Level		Gold		
Welcome Center		24/7		
AR Problem Classification		Critical	Major	Minor
Technical Support	Support Window	24/7		
	Respond	30 M	1 H	NBD
	Restore	6 H	12 H*	
	Resolve	45 CD	90 CD**	NT

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KPI Achievement	92%

Legend:
AR = Assistance Request (trouble ticket)
BD = Business Day of applicable Nokia technical support facility
BH = Business Hours of applicable Nokia technical support facility
CD = Calendar Day
D = Day
H = Hours
M = Minutes
NBD = Next Business Day of applicable Nokia technical support facility
NT = No Target. Nokia will use commercially reasonable efforts to perform the corresponding activity, if feasible at ALU's sole discretion.

MPLS MAINTENANCE TERMS AND CONDITIONS

Definition of Severity Levels

"Critical" (Severity Level 1 or SL1): The system is inoperative and Customer's inability to use the product has a critical effect on Customer's operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 Critical problem.

"Major" (Severity Level 2 or SL2): The system is partially inoperative but still usable by Customer. The inoperative portion of the product severely restricts Customer's operations, but has a less critical effect than a Severity Level 1 condition.

"Minor" (Severity Level 3 or SL3): The system is usable by Customer, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall Customer operations.

Definitions of TS Key Performance Indicators

"Respond Time" (Specialist Call-back): The time period from when Customer first notifies the Motorola/Nokia of a reported problem to when an Nokia expert attempts to contact Customer via telephone or preferred contact method as defined when submitting the request. In the event Motorola/Nokia is unable to contact Customer after three (3) attempts, the ticket will be closed.

"Restore Time" (Remote Neutralization): The time from when Motorola/Nokia is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when Motorola/Nokia provides the means to return a system to operational status.

"Resolve Time" (Final Resolution Time): The time from when Customer first notifies the Motorola/Nokia to the time when a procedural solution/fix to address the issue is made available to Customer. This may occur simultaneously with Restore Time, unless the Restore Time is by means of a temporary workaround and Motorola/Nokia determines that a more suitable permanent solution can feasibly be provided.

Service Level Agreement (SLA) Targets

SLA Targets specify the performance objectives in terms of KPIs by severity level. SLA Targets vary depending on the maintenance coverage selected (see SLA Target table).

Patch Releases/Maintenance Releases

TS Service includes only patch releases and maintenance releases as may be made available for Motorola/Nokia Maintained Products during the Term for use with Maintained

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Products. TS Service does not include access to feature releases. Decisions of which versions of software will be updated, and whether to include a correction in a maintenance release as opposed to including it in the next feature release, rests in Motorola/Nokia's sole discretion. TS Service does not entitle or support EBRCSA to use optional or new software features resident in a maintenance release or feature release, except to the extent that EBRCSA has separately paid the applicable license fees for the use thereof. Motorola/Nokia shall have the sole right to determine whether a new functionality shall be included in a feature release or as an optional software feature.

<u>License Terms</u>

All software that is ultimately provided in connection with TS Service including, without limitation, maintenance releases, patch releases or workarounds, are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

1.8. NICE GOLD LITE MAINTENANCE SERVICES

A renewal of the NICE Gold Lite maintenance services is included. The following table summarizes the system services covered in the NICE Gold Lite package and the priority levels:

Gold Lite Level Coverage Description:				
Service				**Gold Lite**
Phone & Remote Support Coverage				24 X 7
On Site Support- Restrictions Apply				8- 5 M-F
CSC Access 24 X 7				Yes
Remote Diagnosis				Yes
Escalation				Yes
Repair and Replacement of failed parts				Yes
Gold Lite	**Priority 1**	**Priority 2**	**Priority 3**	**Priority 4**
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	8- 5*5	8 – 5*5	8- 5*5	8- 5*5
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times	6 hours	24 hours	48 hours	48 hours
Priority 1 / **Critical**	An incident that results in a critical impact on hardware, software or communications to the NICE Production System, where customer experiences a complete or imminent loss of recording or data and there is no workaround solution.			
Priority 2 / **High**	A major problem that results in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.			
Priority 3 / **Medium**	A product anomaly that affects one or more workstations, but does not result in a loss of recording or replay. Product response or performance is diminished intermittently, or issues impacting several users occur, such as loss of system administrator's ability to add or delete users.			
Priority 4 / **Low**	An incident that has no business impact on a Production System, such as system inquiry, planned intervention requests for documentation, or request for information.			

1.8.1 NICE SUA

The intent of the SUA is to keep the Customer system on supportable versions for the Term. Upgrades to NICE products will be delivered in conjunction with a Motorola ASTRO System upgrade. Any requests for upgrades outside of an ASTRO System upgrade project may be

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subject to additional fees. EBRCSA is eligible for up to threesoftware upgrades and up to one hardware upgrade throughout the Term.

Upgrades will be limited to 'like-for-like' updates. Upgrades will be limited to the products and features that were originally included in the contract. Upgrades will not include new features, new applications, or system expansions. Content of an upgrade (software and hardware) is within the sole discretion of NICE.

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ASTRO SYSTEM UPGRADE AGREEMENT (SUA II) STATEMENT OF WORK

2.1. OVERVIEW

Utilizing the ASTRO System Upgrade Agreement II ("SUA II") service, the ASTRO system is able to take advantage of new functionality and security features while extending the operational life of the system. Motorola Solutions continues to make advancements in on premise and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO is available at all times. In addition, the SUA II may provide specified ASTRO platform migrations if and when necessary based on ASTRO software support.

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

The Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

2.2. SCOPE

As system releases become available, Motorola Solutions will provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in each eligible upgrade window over the term of the agreement. The term of the agreement is listed in **Table 2-13: SUA II Term**. Motorola Solutions will deliver up to one upgrade within each period. The eligible upgrade windows and their duration are illustrated in **Table 2-14: Eligible Upgrade Window**.

With the addition of the cloud services, Motorola Solutions will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO system release upgrades and will occur outside the defined eligible upgrade windows in **Table 2-14: Eligible Upgrade Window**. Motorola Solutions may in its sole discretion automatically apply the cloud updates as they become available.

If needed to perform the software upgrades, Motorola Solutions will provide updated and/or replacement hardware for covered infrastructure components. System release upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola Solutions' option, new system releases may introduce new features or enhancements that Motorola Solutions may offer for purchase. These new features, available separately for purchase, are not part of the SUA II.

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Table 2-13: SUA II Term

Duration	6 Year(s)

Table 2-14: Eligible Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
2024 - 2025	2026 - 2027	2027 - 2028

The methodology for executing each system upgrade is described in Section 2.5.3: **SYSTEM UPGRADES**. ASTRO SUA II pricing is based on the system configuration outlined in Section 0 System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO SUA II price adjustment.

The price quoted for ASTRO SUA II requires the Customer to choose a certified system upgrade path in Section 2.7: **ASTRO SYSTEM RELEASE UPGRADE PATHS**. Should the Customer elect an upgrade path other than one listed in Section 2.7: **ASTRO SYSTEM RELEASE UPGRADE PATHS**, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola Solutions will provide a price quotation for any additional materials and services necessary.

2.3. INCLUSIONS

The ASTRO SUA II only covers the products outlined in Section 0 System Pricing Configuration and does not cover all products. Refer to Section 2.4: Limitations and Exclusions for examples of exclusions and limitations.

The ASTRO SUA II applies only to system release upgrades within the ASTRO platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

ASTRO SUA II makes available the subscriber radio software releases that are shipping from the factory during the coverage period.

2.4. LIMITATIONS AND EXCLUSIONS

The parties acknowledge and agree that the ASTRO SUA II does not cover the products and services detailed in this section.

Excluded Products and Services	Examples but not limited to
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO network	CAD, E911, Avtec Consoles

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Excluded Products and Services	Examples but not limited to
Not certified on ASTRO systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-Way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners
Customer provided cloud connectivity	LTE, Internet
Maintenance Services of Any Kind	Infrastructure Repair, Tech Support, Dispatch

2.4.1.   Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO SUA II unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

2.4.2.   System Expansions and New Features

Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Upgrades for equipment add-ons or expansions during the term of this ASTRO SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.

Any implementation services that are not directly required to support the certified system upgrade and/or platform migration are not included. Unless otherwise stated, implementation services necessary to provide system expansions and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

2.4.3.   Security Update Service

ASTRO SUA II does not cover or include deliverables included with the Security Update Service. The SUA II does not include software support for virus attacks, applications that are not part of the ASTRO system, unauthorized modifications or other misuse of the covered software. At the time of upgrade, Motorola Solutions will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the Customer is eligible for ongoing security patching.

ASTRO SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 0:

2.5.1.1   Motorola Solutions Responsibilities.

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The upgrade may include 3rd party software such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola Solutions software service packs that may be available. Motorola Solutions will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO test lab to ensure that they are compatible and do not interfere with the ASTRO network functionality.

2.5.   SYSTEM UPGRADES

2.5.1.   Upgrade Planning and Preparation

All items listed in this section must be completed at least 6 months prior to a scheduled upgrade.

2.5.1.1   Motorola Solutions Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the system upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified system upgrade. Prepare an overall project schedule identifying key tasks and personnel resources required from Motorola Solutions and Customer for each task and phase of the upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified system upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola Solutions will provide this training only once per system.

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2.5.1.2   Customer Responsibilities

- Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release upgrade and provide necessary information requested by Motorola Solutions to execute the upgrade. Review upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola Solutions that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 1.5.1: Motorola Solutions Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola Solutions to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola Solutions will provide the network connection specifications, as listed in Section 1.5.1: Motorola Solutions Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the system release upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable. Upon reasonable request by Motorola Solutions, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Section 0 System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola Solutions under separate Agreement.
- Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

2.5.2   System Readiness Checkpoint

All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.5.2.1.   Motorola Solutions Responsibilities

- o Perform appropriate system backups
- o Work with the Customer to validate that all system maintenance is current
- o Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system

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- Motorola Solutions reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.5.2.2. Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola Solutions to complete in time for the System Readiness Checkpoint.

2.5.3. System Upgrade

2.5.3.1. Motorola Solutions Responsibilities

Perform system infrastructure upgrade for the system elements outlined in this SOW.

2.5.3.2. Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software upgrade services.

2.5.4. Upgrade Completion

2.5.4.1. Motorola Solutions Responsibilities

Validate all certified system upgrade deliverables are complete as contractually required. Confirm with Customer that the cloud is available for beneficial use.

2.5.4.2. Customer Responsibilities

Cooperate with Motorola Solutions in efforts to complete any post upgrade punch list items as needed.

2.6. SPECIAL PROVISIONS

The migration of capabilities from ASTRO on premise infrastructure to the cloud is not considered to be a platform migration and is therefore included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola Solutions roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to customer-provided software and hardware. Motorola Solutions makes no warrants or commitments about adapting our standard system releases to accommodate customer implemented equipment. If during the course of an upgrade, it is determined that customer provided software and/or hardware does not function properly, Motorola Solutions will notify the customer of the limitations. The customer owns any costs

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and liabilities associated with making the customer provided software and/or hardware work with the standard Motorola Solutions system release. This includes, but is not limited to, Motorola Solutions costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the customer.

Any Motorola Solutions software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Solutions Software License Agreement. Any non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions 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 Solutions makes no representations or warranties of any kind regarding non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

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

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

The ASTRO SUA II annualized price is based on the fulfillment of the system release upgrade in each eligible upgrade window. If the Customer terminates, except if Motorola Solutions is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible upgrade window if a system release upgrade has been taken prior to the point of termination and the balance of payments owed in the SUA II contract term if any platform migration has been completed prior to the point of termination.

The customer is covered for the specified platform migrations listed in Section 2.3: **INCLUSIONS**. Specified platform migrations may be performed in conjunction with or separately from the eligible system upgrades. MSI will work with the customer during the upgrade planning process to determine the best methodology and timing based on the level of effort and the customer's operational needs.

2.7.   ASTRO SYSTEM RELEASE UPGRADE PATHS

The upgrade paths for standard ASTRO system releases are listed in **Table 2-15: Certified Standard ASTRO System Release Upgrade Paths**.

Table 2-15: Certified Standard ASTRO System Release Upgrade Paths

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to Current Shipping Release
A7.17.X	A2020.1
A7.18	A2021.1

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ASTRO 25 System Release	Certified Upgrade Paths
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO system releases for federal deployments are described in **Table 2-16: Certified High Security ASTRO System Release Upgrade Paths**.

Table 2-16: Certified High Security ASTRO System Release Upgrade Paths

ASTRO 25 High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO 7.x platform is expressed in the form "ASTRO 7.x release 20YY.Z". In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO System release with support for Public key infrastructure ("PKI") Common Access Card/Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

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

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MANAGED DETECTION AND RESPONSE STATEMENT OF WORK

3.1. OVERVIEW

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions, Inc. (Motorola Solutions) Cybersecurity services as presented in this proposal to East Bay Regional Communications System Authority (hereinafter referred to as "Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

3.2. DESCRIPTION OF SERVICE

3.2.1. Deployment Timeline and Milestones

To initiate the ASTRO 25 Managed Detection and Response service to function, Motorola Solutions and the Customer must perform deployment tasks. Service deployment is broken into the following phases, each with specific deliverables.

Phase 1: Information Exchange

After contract execution, Motorola Solutions will schedule a service kick-off meeting with Customer and provide information-gathering documents. The kick-off meeting may be conducted either remotely or in-person, at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

Phase 2: Infrastructure Readiness

Motorola Solutions will provide detailed requirements regarding Customer infrastructure preparation actions after kick-off meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations.

Phase 3: System Buildout and Deployment

Motorola Solutions will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola Solutions will also provide detailed requirements regarding Customer deployment actions. The Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements.

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Phase 4: Monitoring Turn Up

Motorola Solutions will verify all in-scope assets are properly forwarding logs or events. Motorola Solutions will notify Customer of any exceptions. Motorola Solutions will begin monitoring any properly connected in-scope sources after the initial tuning period.

Phase 5: Tuning and Customer Training

Motorola Solutions will conduct initial tuning of the events and alarms in the service and ActiveEye training.

3.2.2. General Responsibilities

3.2.2.1. Motorola Solutions Responsibilities

- Provide, maintain, and when necessary, repair under warranty hardware and software required to monitor the ASTRO 25 network and applicable CEN systems Inclusive of the AERSS and all software operating on it.
  - If the Centralized Event Logging feature is not installed on the Customer's ASTRO 25 RNI, Motorola Solutions will install it as part of this service.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola Solutions service authentication credentials.
- Maintain trained and accredited technicians.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7/365 for malicious or unusual activity.
- Respond to security incidents in the Customer's system in accordance with Section 3.3.6: **Priority Level Definitions and Notification Times**. This may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Ensure that all monitored devices within the network are properly configured for Syslog, forwarding events to the centralized event log server.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye Security Management platform, so the Customer can access security event and incident details.

3.2.2.2. Customer Responsibilities

- The ASTRO 25 Managed Detection and Response service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput of 10Mbps per zone.
  - High availability Internet Connection (99.99% (4-9s) or higher).

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- Packet loss < 0.5%.
- Jitter <10 ms.
- Delay < 120 ms.
- RJ45 Port Speed - Auto Negotiate

- Maintain an active Security Update Service (SUS) subscription, ensuring patches and antivirus definitions are applied according to the release cadence of the service.

- If a Control Room CEN is included, it will require a static gateway IP and sufficient capacity on the switch (3 ports – 2 active connections and 1 mirror port).

- Allow Motorola Solutions continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.

- Provide continuous utility service(s) to any Motorola Solutions equipment installed or utilized at the Customer's premises to support service delivery.

- Provide Motorola Solutions with contact information necessary to complete the Customer Support Plan (CSP). Notify the assigned Customer Support Manager (CSM) in advance of any contact information changes.

- Notify Motorola Solutions if any new components are added to or removed from the environment as it may be necessary to update or incorporate in Managed Detection and Response. Changes to monitored components may result in changes to the pricing of the Managed Detection and Response service.

- As necessary, upgrade the ASTRO 25 system, on-site systems, and third party software or tools to supported releases.

- Allow Motorola Solutions' dispatched field service technicians physical access to monitoring hardware when required.

- Cooperate with Motorola Solutions and perform all acts that are required to enable Motorola Solutions to provide the services described in this SOW.

- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.

- Responding to Cybersecurity Incident Cases created by the Motorola Solutions Security Operations Center.

3.2.3.   Service Modules

The following subsections describe the delivery of the service modules selected in **Table** Error! No text of specified style in document.**-11: Service Modules**.

3.2.3.1.   Log Analytics

Motorola Solutions Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.

- Configure Customer's networking infrastructure to allow AERSS to Communicate with ActiveEye as defined.

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- The SOC will consult with the Customer to identify appropriate log sources for the level of threat detection desired in each environment.

Customer Responsibilities

- Configure any Customer managed devices in the CEN to forward data to ActiveEye.

> Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

3.2.3.2. Network Detection

Motorola Solutions Responsibilities

- Work with the Customer to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.
- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitor and update the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- If necessary, configure Customer's networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor.

> Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

3.2.3.3. Vulnerability Detection

Motorola Solutions Responsibilities

- Configure scans to match the Customer's preferences for depth, scope, and schedule.
- Verify that vulnerability scans are operating properly on the determined schedule.
- Support the Customer in troubleshooting scheduled scan issues.
- The SOC consults with the Customer on a desired attach surface management plan and then configures scan depth, scope, and schedule. The SOC will monitor and verify the scans at a determined schedule.

Customer Responsibilities

- Configure networking infrastructure to allow vulnerability sensors to communicate with centralized server components.
- Perform any necessary and reasonable remediation actions required to address identified vulnerabilities.
- In the case of authenticated scans, the Customer is responsible for maintaining up to date credentials in the vulnerability scanning platform.
- Work with Motorola Solutions to configure scans to match the Customer's preferences for depth, scope, and schedule.

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3.3. SECURITY OPERATIONS CENTER MONITORING AND SUPPORT

3.3.1. Scope

Motorola Solutions will start monitoring the ASTRO 25 Managed Detection and Response service in accordance with Motorola Solutions processes and procedures after deployment, as described in Section 3.2.1: **Deployment Timeline and Milestones**.

The SOC receives system-generated alerts 24x7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 3.3.6: **Priority Level Definitions and Notification Times**.

3.3.2. Ongoing Security Operations Center Service Responsibilities

Motorola Solutions Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.

Customer Responsibilities

- Provide Motorola Solutions with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (PoC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola Solutions at least 24 hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola Solutions' ability to perform the Managed SOC Service, as described in this SOW.

3.3.3. Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8am to 7pm CST.

Motorola Solutions Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.

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- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye Security Management platform and does not include use or implementation of third-party components.

3.3.4. Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Solutions Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed by the Security Analyst, Motorola Solutions and Customer will be responsible for the tasks defined in the following subsections.

Motorola Solutions Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.

- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola Solutions managed technology. Communicate to the Customer any additional potential containment actions and incident response resources that can be taken across the Customer's managed IT infrastructure.

- Perform investigation using the ActiveEye Managed Detection and Response integrated and enabled data sources in an initial attempt to determine the extent of an IoC.

- Document and share IoC and artifacts discovered during investigation. Motorola Solutions services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named PoC to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola Solutions teams.

- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

3.3.5. Event Response and Notification

Motorola Solutions will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table Error! No text of specified style in document.**-17: Event Handling**

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Event Type	Details	Notification Requirement
False Positive or Benign	Any event(s) determined by Motorola Solutions to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any event(s) determined by Motorola Solutions to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table Error! No text of specified style in document.**-18: Notification Procedures**.

Notification

Motorola Solutions will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table Error! No text of specified style in document.**-18: Notification Procedures**

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola Solutions will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola Solutions during the implementation process.

Tuning

Motorola Solutions will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola Solutions may recommend these be addressed by the Customer to preserve system and network resources.

Motorola Solutions will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

Tuning Period Exception

The tuning period is considered to be the first 30 days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola Solutions may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola Solutions will provide responses and notifications during this period.

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Motorola Solutions may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

3.3.6. Priority Level Definitions and Notification Times

Motorola Solutions will analyze events created and/or aggregated by the ASTRO® 25 Managed Detection and Response services, assess their type, and notify the Customer in accordance with the following table.

Table Error! No text of specified style in document.**-19:** Priority Level Definitions and Notification Times

Incident Priority	Incident Definition	Notification Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of Customer's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: • Malware that is not quarantined by anti-virus. • Evidence that a monitored component has communicated with suspected malicious actors.	Response provided **24 hours, 7 days** a week, including US Holidays.
High P2	Security incidents that have localized impact, but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: • Malware that is quarantined by antivirus. • Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided **24 hours, 7 days** a week, including US Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples: • Suspected unauthorized attempts to log into user accounts. • Suspected unauthorized changes to system configurations, such as firewalls or user accounts. • Observed failures of security components. • Informational events. • User account creation or deletion. • Privilege change for existing accounts.	Response provided Monday through Friday **8 a.m. to 5 p.m.** local time, excluding US Holidays.
Low P4	These are typically service requests from Customer.	Response provided Monday through Friday **8 a.m. to 5 p.m.** local time, excluding US Holidays.

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LIMITATIONS AND EXCLUSIONS

Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola Solutions' scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

4.1.1   Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola Solutions does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the statement of work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

4.1.2   Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola Solutions in the United States (US) and/or other Motorola Solutions operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

4.1.3   Customer and Third-Party Information

Customer understands and agrees that Motorola Solutions may obtain, use and/or create and use anonymized, aggregated and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long as not specifically identifying the Customer, Customer data shall not include, and Motorola Solutions shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned, or developed in the course of providing services.

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4.1.4   Third-Party Software and Service Providers, including Resale

Motorola Solutions may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, EULAs, privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms are available publicly, through performance, or upon request.

Motorola Solutions disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola Solutions disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

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PRICING SUMMARY

5.1. SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

Table 4-1:System Configuration

System Configuration	
Master Site Configuration	
On-Premise Master Site	1
System Level Features	
ISSI 8000	2
Network Management Clients	3
Unified Network Services (UNS) or KMF	1
Security Configuration	
CEN	1
Firewalls	4
RF Site Configuration	
IP Simulcast Prime Sites	6
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	35
GTR 8000 Base Stations	421
Dispatch Site Configuration	
Dispatch Site Locations	33
MCC7500 Dispatch Consoles	223
AIS	8
CCGWs	114
Aux I/O	40
Third Party Elements	
NICE:	
Single NIR Recorder Base Bundle	3
NIR Logging Backup/Replacement Server	3
APCO P25 TR Channel Premium	360
DL380 Applications Server	4
Inform Professional channel license	360
Evidence Compliance PACK (Organizer and Media Player)	360
HP 6TB 6G SAS HDD for Gen10 ML350 or DL380	8
17" LCD Drawer, Keyboard, Mouse, KVM 8 ports, Cables - Supports IP Connections	1

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Exhibit A.1 The Proposal Page 72   Pricing Summary   *5-1*

5.2. INFRASTRUCTURE SUA AND MAINTENANCE PRICING

Motorola is pleased to provide the following services to East Bay Regional Communications System Authority. This pricing is based on services proposed for the term shown below. Any changes to the services proposed or the term will require a change order.

	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
ASTRO Maintenance	$1,478,718	$1,537,867	$1,599,381	$1,663,410	$1,729,952	$1,799,156	$9,808,484
ASTRO SUA	$1,368,746	$1,401,210	$1,434,973	$1,470,086	$1,506,604	$1,544,583	$8,726,201
MPLS	$96,455	$100,313	$104,325	$108,498	$112,838	$129,416	$651,846
MDR	$290,154	$301,760	$313,830	$326,384	$339,439	$353,016	$1,924,583
NICE SUA and Maintenance	$322,951	$286,144	$306,213	$327,802	$351,032	$376,039	$1,970,180
TOTAL	$3,557,023	$3,627,293	$3,758,723	$3,896,180	$4,039,866	$4,202,211	$23,081,295
Additional EBRCSA Discount (Valid through 9/30)							$247,981
Grand Total							$22,833,314

5.3. MAINTENANCE AND SUA PAYMENT TERMS

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

5.4. MANAGED DETECTION AND RESPONSE PAYMENT SCHEDULE & TERMS

Period of Performance

The initial subscription period of the contract will extend six (6) years from the Commencement Date of Service, defined as the date data is available for analysis, or not later than thirty (30) days after Motorola provides the Customer with necessary hardware or software to connect the first data source.

Billing

Upon acceptance of this proposal by the Customer, Motorola Solutions customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service and Motorola Solutions will invoice the Customer for all service fees in advance for the full Year 1 amount according to the Pricing table.

Thereafter, Motorola Solutions will invoice the Customer annually, in advance for (a) the Services to be performed (as applicable); and (b) any other charges incurred as agreed upon between the Parties during the term of the subscription.

Customer will make payments to Motorola within thirty (30) days after receipt of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 4% during the previous year,

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Motorola shall have the right to increase maintenance prices by the CPI increase amount exceeding 4% from the previous year. All items, not seasonally adjusted, shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 4% (8%-4% base).

Tax

Unless otherwise noted, this proposal excludes sales tax or other applicable taxes (such as Goods and Services Tax, Value Added Tax and other taxes of a similar nature). Any tax the Customer is subject to will be added to invoices.

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MOTOROLA *SOLUTIONS*

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

EBRCS MICROWAVE UPGRADE AND MPLS IMPLEMENTATION   **11/2/2019**

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11/2/2019

Mr. Tom McCarthy,
Executive Director
East Bay Regional Communications System Authority
4985 Broder Blvd.
Dublin, California 94568

Subject: EBRCS Microwave Upgrade and MPLS Implementation

Dear Director McCarthy,

Motorola Solutions, Inc. ("Motorola") is pleased to provide the East Bay Regional Communications System Authority ("EBRCSA") the following Proposal to upgrade the 13 year old backhaul communications network. Motorola is honored and humbled by the shared trust EBRCSA continues to have in our partnership.

The backhaul network is an indispensible component of your overall public safety radio communications. We understand why EBRCSA may be less than eager to undertake this long anticipated and challenging upgrade. As a result, Motorola has taken great care to propose a solution that ensures you achive the critical network resiliancy and security advancements in the most economically and financiallly sound manner.

The solution we are proposing to upgrade your backhaul network includes:

- Microwave Communications Network Upgrade

- Multi-Protocol Label Switching (MPLS) Addition

- Network Transition from T1 circuits to Ethernet

Continuity of EBRCSA's network operations are paramount. Towards that end, Motorola has developed a measured, multi-year deployment plan to upgrade the existing backhaul network and transition to Ethernet. To help fit the backhaul upgrade within EBRCSA budget, Motorola is proposing the cost-effective lease-purchase program EBRCSA used to finance the TDMA upgade in 2017.

This Proposal is a firm offer, subject to the terms and conditions of the existing Communications System Agreement (CSA) between EBRCSA and Motorola, dated July 07, 2009, extended on July 6, 2012, and extended again on July 6, 2017 through July 6, 2020. Under Section 3.4 of the existing contract, EBRCSA may purchase additional goods and services from the CSA. Motorola's proposal is based on the assumption that EBRCSA will use this right under Section 3.4 of the CSA for the proposed transaction. Therefore, as in the past, EBRCSA may accept the proposal by executing a Change Order to the current CSA.

Any questions EBRCSA has regarding this proposal can be directed to Gordon Poole, Senior Account Manager at (408) 306-5622, (gordon.poole@motorolasolutions.com).

We thank you for the continued privilage of furnishing EBRCSA with "best in class" solutions that help protect your first responders and assist their efforts saving lives and property.

Sincerely,

Motorola Solutions, Inc.

Micah Applewhite
Territory Vice President

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SECTION 1

SOLUTION DESCRIPTION

1.1 SOLUTION OVERVIEW

Motorola is pleased to provide a proposal to EBRCSA to upgrade their existing Backhaul Network with the following components:

- **Microwave Backhaul Upgrade** – Motorola has partnered with Aviat to upgrade the existing TruePoint microwave radios to the latest ECLIPSE microwave radio and several microwave paths will be upgraded from 10 GHz to 11 GHz.
- **MPLS Addition** – Motorola has partnered with Nokia to include addition of MPLS routers in the EBRCS Backhaul Network and on that facilitate the transition to Ethernet based network.
- **Backhaul transition from T1 to Ethernet** – Concurrently with the MW upgrade and MPLS additions projects, Motorola will transition the system from current T1 connectivity to Ethernet based connectivity.

In order to facilitate EBRCSA to budget for these upgrade projects, Motorola has designed a special lease-purchase program. This would be the most cost effective, economical way for EBRCSA to finance, because the interest payments from the government entity are exempt from Motorola's federal income tax liability. Motorola shares this benefit by offering exceptionally low interest rates to EBRCSA.

Considering the importance of EBRCSA's network operations continuity, Motorola has developed a multi-year deployment plan to upgrade the existing backhaul network and transition to Ethernet. The goal is to help EBRCSA to avoid the performance challenges of large scale network changes by taking smaller, controlled steps.

1.2 MICROWAVE BACKHAUL UPGRADE

Motorola has partnered with Aviat to design, supply and implement the Microwave Backhaul Upgrade project. The scope of this proposal is to implement the replacement of the EBRCS existing Truepoint SONET system with new Eclipse TDM/IP Hybrid network while maintaining the T1 loop protection. Also, several microwave paths will be upgraded from 10 GHz to 11 GHz with the capacity increased from 24Mbps to 45Mbps.

1.2.1 Current Backhaul Overview

The existing system consists of three OC-3 loops and total of 50 links

- Alameda County (ALCO) loop – contains 31 links
- Contra Costa County (CCCO) loop – contains 12 links
- Richmond mini-loop – contains 7 links

EBRCS Microwave Upgrade and MPLS Implementation

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Solution Description   1-1

There are 3 parallel paths between the ALCO loop and CCCO loop. Each loop has its own links.

- BALD MTN (BALD PEAK) – ROCKY RIDGE
- ROCKY RIDGE – ALAMEDA EOC
- ALAMEDA EOC – SANTA RITA JAIL PASSIVE REPEATER

Alameda County loop also has the link Sunol Ridge – Carol Drive contains 4-radio channels.

1.2.2   Microwave Backhaul Upgrade Components

1.2.2.1   Backhaul Design

All paths in the system, including rings and spurs, are designed in Pathloss using the Vigants-Barnett model and the Crane Rain Model. All paths in the system shall meet the following requirements.

- 2-way Link Availability Required Ring and Backbone: 99.9999% with link bandwidth is 180 Mbps

- 2-way Link Availability Required Spurs: 99.9999% with link bandwidth is 45Mbps

- The radios in loops are nonprotected, operated on L6, U6 or 11GHz and on the modulation 30MHz 256QAM 180Mbps

- The radios on spurs are protected, operated on U6 or 11GHz and on the modulation 10MHz 64QAM 45Mbps

- 9 paths in spurs are currently in 10GHz band using 10GHz antennas (Radio Waves) which support the range from 10.15 – 10.7 GHz. These links will need to be replaced with 11 GHz with the capacity increased from 24Mbps to 45Mbps. The existing antenna system will also need to be replaced with 11 GHz antenna system.

    1. BALD MTN (BALD PEAK) – SKYLINE (SPUR)

    2. LAKESIDE – OAKLAND PD (SPUR)

    3. LAKESIDE – PIEDMONT PD (SPUR)

    4. OAKLAND APL – BERKELEY PD (SPUR)

    5. SUNOL RIDGE – WARM SPRING (SPUR)

    6. DOOLAN WT – PATTERSON PS (SPUR)

    7. KREGOR PEAK – CONCORD PD (SPUR)

    8. PINE STREET - MARTINEZ (SPUR)

    9. WALNUT CREEK BART – WALNUT CREEK PD (SPUR)

- Some of links will need to use High Power (HP) or Extra High Power (EHP) radios in order to achieve 99.9999% reliability

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1.2.2.2   Antennas and Transmission Lines

- Reuse existing antennas at most of the sites.

- It is assumed that the existing antennas, centerlines and waveguide lines can be reused for all existing 6/11 GHz RFU indoor hops. Reuse existing feedthroughs.

- For all ODU600 (outdoor RFU) will be outdoor remote-mounted to antenna and new 3ft Flextwist and new coaxial cables are proposed to replace existing coaxial cables. Assuming there is an existing conduit and passage for the Coax cable.

- 6 radios will need new Flextwist and Coax transmission lines for outdoor ODU600v2

    1. LAKESIDE (to Bald Peak)

    2. LAKESIDE (to Lawrence Berkeley Lab)

    3. OAKLAND APL (to Lawrence Berkeley Lab)

    4. OAKLAND APL (to Glen Dyer Jail)

    5. OAKLAND APL (to Emeryville FD)

    6. ANTIOCH PD (to Kregor Peak)

- 17 radios need new antennas and new Flextwist and transmission lines for ODU600v2 or IRU600v4

    1. LAKESIDE (to Oakland PD) needs for ODU600v2

    2. LAKESIDE (to Piedmont PD) needs for ODU600v2

    3. OAKLADN APL (to Berkeley PD) needs for ODU600v2

    4. MARTINEZ (to Pine Street) needs for ODU600v2

    5. CONCORD PD (to Kregor Peak) needs for ODU600v2

    6. WALNUT CREEK PD (to Walnut Creek Bart) needs for ODU600v2

    7. BALD MTN (to Skyline) needs for IRU600v4

    8. OAKLAND PD (to Lakeside) needs for IRU600v4

    9. PIEDMONT PD (to Lakeside) needs for IRU600v4

    10. BERKELEY PD (to Oakland APL) needs for IRU600v4

    11. SUNOL RIDGE (to Warm Spring) needs for IRU600v4

    12. WARM SPRING (to Sunol Ridge) needs for IRU600v4

    13. DOOLAN WT (to Patterson PS) needs for IRU600v4

    14. PATTERSON PS (to Doolan WT) needs for IRU600v4

    15. KREGOR PEAK (to Concord PD) needs for IRU600v4

    16. PINE STREET (to Martinez) needs for IRU600v4

    17. WALNUT CREEK BART (to Walnut Creek PD) needs for IRU600v4

- The plan is subject to change according to the site surveys.

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1.2.2.3   Microwave Radios

- Most existing TruePoint radios will be replaced with IRU600v4 and INUe,

- 6 sites are required to have outdoor radio ODU600v2 and INUe, on U6 or 11GHz

    1. OAKLAND APL

    2. LAKESIDE

    3. ANTIOCH PD

    4. CONCORD PD

    5. MARTINEZ

    6. WALNUT CREEK PD

- 12 links have two radio types; one end is outdoor ODU600v2 and the other end is indoor IRU600v4.

    1. OAKLAND APL – LAWRENCE BERKELEY LAB

    2. OAKLAND APL – GLEN DYER JAIL

    3. LAKESIDE - LAWRENCE BERKELEY LAB

    4. LAKESIDE – BALD PEAK

    5. OAKLAND APL – BERKELEY PD (SPUR)

    6. OAKLAND APL – EMERYVILE PD (SPUR)

    7. LAKESIDE – PIEDMONT PD (SPUR)

    8. LAKESIDE – OAKLAND PD (SPUR)

    9. ANTIOCH PD – KREGOR PEAK (SPUR)

    10. CONCORD PD – KREGOR PEAK (SPUR)

    11. MARTINEZ - PINE STREET (SPUR)

    12. WALNUT CREEK PD - WALNUT CREEK BART (SPUR)

1.2.2.4   Tributary Interface

- DS1 and Ethernet interface are equipped with radios at each site.

- DS1s in the loops will be loop-protected and terminated at DSX-1 jackfield.

- Ethernet in the loops will be loop-protected and routing by MPLS routers

1.2.2.5   T1 loop protection

All existing T1s on the SONET network will be migrated to new TDM/IP Hybrid network with NCM modules equipped with INUe shelves.

Motorola/Aviat propose protected Network Capabilities Module (NCM) with associated NCM software license that supports up to 63 T1 and T1 cables at each site in the ring to take care of T1 loop switching protection in place of existing SONET muxes.

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The NCM provides E1/DS1 loop switch (ring protection) capability on an Eclipse Node. Each ring node that drops traffic must use an NCM to access two redundant traffic streams. TDM traffic is injected in both directions of the ring.

The NCM card has full access to the TDM backplane for working, protection, and drop connections as well as 8 drop interfaces on front of the card. If more than 8 T1 drops are needed, DAC16x to be used to take additional T1 drops. NCM will receive traffic from the backplane from both directions of the ring and select the best path.

Two NCMs are proposed in each INUe shelf to provide equipment protection.

1.2.2.6 Network Management

The new ProVision management system is proposed. All the new Eclipse radios as well as existing Eclipse radios and all SNMP devices will be monitored by the ProVision. The ProVision can be implemented in parallel with existing NMS NetBoss allowing customer to familiarize themselves with the new product.

1.2.2.7 Alarm Management

AUX cards and Alarm cables to existing M66 Blocks are proposed at each site.

1.2.2.8 Rack

One or two 7ft racks equipped with a breaker panel are proposed at each site to installed new equipment. Two 8ft racks are proposed at ALAMEDA EOC. Motorola will run DC cables from new rack to distribution panel. It is assumed 30 feet from DC distribution panel

1.2.2.9 Pressurization

Assuming customer would reuse their existing Dehydrator and manifold system and it would be able to support new equipment.

1.2.2.10 DC Power Plant

Assuming customer would reuse their existing DC Power Plant system and it would be able to support new equipment.

1.2.2.11 Demarcation

The demarcation point will be:

- For T1, it will be on new DS-1 circuits terminated on DSX-1 jackfield panel
- For Ethernet, it will be on Ethernet port on the DACGE3
- DS-1 traffic will not go through MPLS Routers. Routers will be a new overlay.

1.2.2.12 Traffic Plan

- **T1 traffic**: Customer would like to support all current T1s for now since the actual transition to Ethernet will likely occur until after the microwave radio upgrade. In the

assumptions that the T1 traffic plan is the same as what we have when we built the system for the proposal now. Current Traffic is Public Safety.

- **Ethernet Traffic**: MPLS network design is based on Layer 3 architecture. Motorola will set up pipe for QoS, latency, etc. Traffic plan would need to be put together, so Motorola will develop Layer 3 network design.

1.3   MPLS ADDITION

Motorola in partnership with Nokia is proposing MPLS solution based on the SAR platform.

The EBRCS MPLS network is divided into 3 OSPF loops so it becomes easy to implement and maintain the MPLS network. These three loops are:

- Alameda County Loop.
- Contra Cost County Loop
- Richmond Mini Loop

Each loop is connected to the core router to pass the traffic from on loop to the other.

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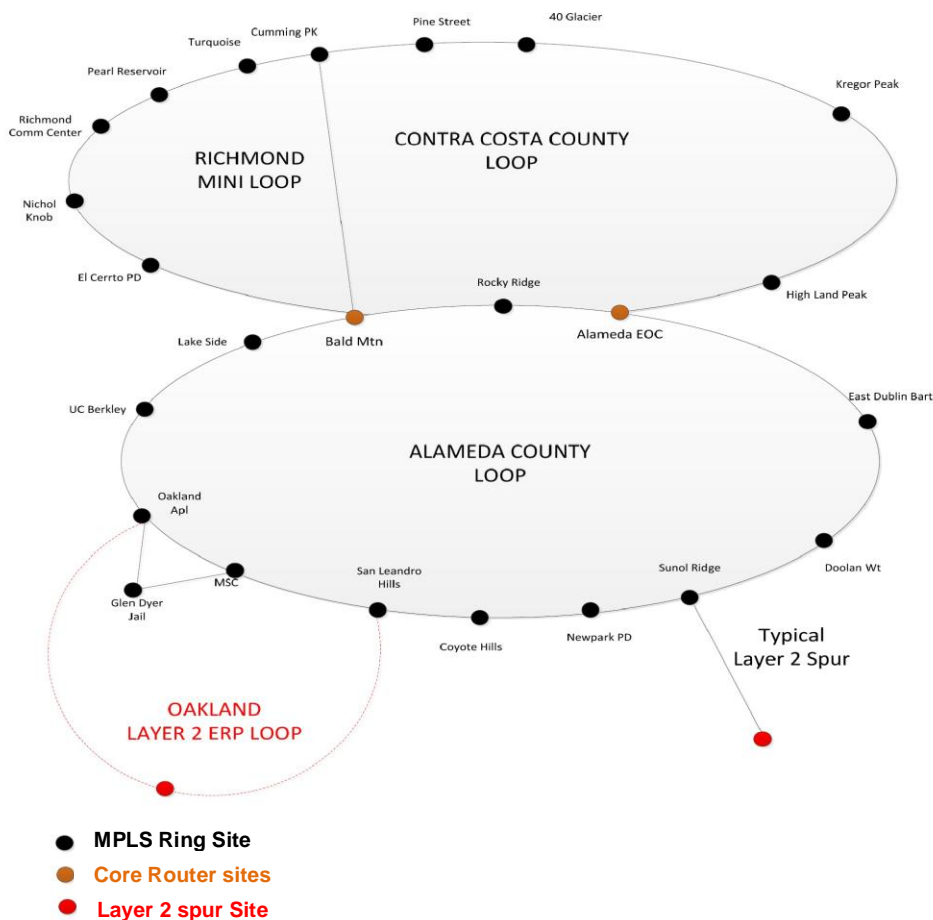
1.3.1 MPLS Solution Components

Motorola has included a Nokia IP/MPLS transport system in the design that will reside on top of the microwave network to support all the routing and management of IP traffic throughout the simulcast RF subsite network. The MPLS transport system uses all COTS equipment designed for use with microwave in a public safety grade network. This design provides MPLS routers at all EBRCS sites except at two repeater sites and fifteen console dispatch locations which are configured as spurs in the EBRCS design. This approach allows Motorola to maintain the reliability and resiliency of the IP/MPLS design while reducing the need for additional hardware to support the migration to Ethernet.

Having the ability to accommodate multiple types of traffic is important as network applications converge to a data centric environment and rely on Ethernet and IP functionality. It's not always realistic to eliminate all of the existing TDM applications without a negative impact on services and operations. The MPLS designed network as proposed provides a smooth migration from traditional TDM to IP at the pace of each individual entity/user.

Motorola has designed a highly reliable IP/MPLS network solution that enables EBRCS to meet the performance requirements of all their mission-critical services and applications. The Nokia 7705 SAR platforms provided in this proposal will provide a highly reliable network platform from which Ethernet services will be delivered to end user applications. An IP/MPLS implementation offers advantages and savings such as:

- Optimizing the bandwidth available in the network to make possible the introduction of new applications.
- Reducing the dependency on leased lines.
- Extending services to remote areas.
- Satisfying the growing IT functions.
- Providing network virtualization with QoS guaranteed for priority traffic.
- Improving agency interoperability and access to critical information.

The Nokia 7705 Service Aggregation Router (SAR) delivers industry–leading IP/MPLS and pseudowire capabilities. Designed for scalability, it will give EBRCSA the greatest potential to grow their network, adding unprecedented numbers of end users and applications, without having to make additional capital investment. In addition, the 7705 SAR portfolio offers a comprehensive set of T1/E1, T3/E3, SONET/SDH, serial data and analog voice interfaces. With these features, EBRCSA can gracefully migrate their applications onto their new IP/MPLS network. Critical traffic is expedited when using either high-speed Ethernet or legacy low-bandwidth links to ensure application performance

7705 SAR-8

7705 SAR-18

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This industry-leading, independently-validated High Availability feature has been inherited from the Service Router product line and is a strong contributor to overall network uptime.

Network uplink connectivity options are: Ethernet, FE, GigE, n × T1/ E1 MLPPP or n × T1/E1 ATM IMA. Integrated DS3 point-to-point trunking is supported using the 4-port DS3 adapter card. OC-3/STM-1 trunking is supported using Packet over SONET/ SDH (POS) on the 4-port OC-3/STM-1 clear channel adapter card.

1.3.2 Network Management Solution

Motorola has proposed an integration of the MPLS equipment into the existing Unified Event Manager (UEM). EBRCSA will be able to perform Fault Management and receive all alarms coming from the MPLS equipment.

1.3.3 Improved Bandwidth and Traffic Control

An IP/MPLS network improves the bandwidth efficiency of a public safety network, reduces cost, enables easier access to existing databases, and enhances the safety of the general public as well as the safety of personnel delivering these services. MPLS has a built-in mechanism, called traffic engineering, which allows for the selection of the best path across the network, taking the physical paths of the links and interfaces into account. This mechanism is used in networks to ensure that the best link is chosen to optimize network bandwidth.

The 7705 SAR features a rich set of QoS mechanisms and can provide each service on the network with its own committed information rate and peak information rate as well as a priority value to use as it traverses the network. Strong QoS capabilities ensure service-level awareness and effective management of multiple traffic streams, providing guaranteed levels of QoS, especially constraints for delay and delay variation, for maintaining Service Level Agreements for the different entities using the IP/MPLS network.

1.3.4 Network Resiliency

The 7705 SAR features redundant power supplies, fans, controller cards, Ethernet cards, and Ethernet SFP optics modules to provide the highest levels of resiliency. Through the use of industry standard protocols like OSPF and MPLS combined with our custom enhancements, the IP/MPLS system can route services around network failures while maintaining service level agreements for critical traffic.

The microwave loop topology also provides a reliable architecture because traffic can be rerouted to the opposite direction if a physical failure occurs in a link connecting any adjacent sites. The IP/MPLS network uses the MPLS fast reroute feature for resiliency where traffic is rerouted around a failure with sub-50 millisecond restoration time. This ensures that services on the network are not affected.

1.3.5 Service Definition Requirements

It is critical to maintain the end-to-end quality of service (QoS) for packet traffic. Not all types of traffic have the same set of requirements. Voice traffic in particular requires low latency and jitter (latency variation) as well as low loss, whereas data traffic often has less stringent delay requirements but may be very sensitive to loss, as packet loss can seriously constrain

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application throughput. To offer the required treatment throughout the network, traffic flows with different requirements are identified at the access and marked in-line with the appropriate QoS metrics. Traffic classification and marking are carried out based on the following categories:

- Time slot/port.
- Ethernet port/VLAN
- ATM service category (CBR/rt-VBR/ nrt-VBR/UBR)
- ATM VC
- Ethernet 802.1p/VLAN
- IP DSCP/MPLS EXP

The Nokia solution is unique in that its management system allows for true end to end provisioning of individual services from one end of the network to the other through multiple intermediate hops in under a minute with all the necessary QoS settings, bandwidth guarantees, and resiliency options provisioned. The solution offers every type of service connectivity option that a modern communications network requires. Service offerings include:

- Point to point TDM circuit emulation (Cpipe) for carrying circuits like T1s or RS232.
- Point to point Ethernet layer 1 (Epipe) – acts like a virtual patch cable.
- Point to multipoint Ethernet layer 2 (VPLS) – acts like a VLAN.
- Point to multipoint IP Layer 3 (VPRN) – acts like a virtual routed network.

The Nokia 7705 SAR utilizes extensive traffic management policies to ensure fairness with detailed classification and hierarchical scheduling including: minimum/maximum, queue type- based weighted round robin or strict priority and profiled scheduling, as well as multi-tier policing to differentiate and prioritize individual services and flows.

1.3.6 Quality of Service Requirements

The 7705 SAR can buffer thousands of individual services and then shape them to a strict SLA with Committed Information Rate (CIR) and Peak Information Rate (PIR) type guarantees.

Buffer allocation is programmable per-service to accommodate different maximum burst sizes (MBS). Each service can use up to eight queues to enable shaping, policing and marking of different flows. The 7705 can also shape and police on service egress. The 7705 SAR traffic classification is carried out based on Layer 1/Layer 2/Layer 2.5 and/or Layer 3 header, but not layer 4 (TCP/UDP port #).

1.4 BACKHAUL TRANSITION FROM T1 TO ETHERNET

The upgraded MW Backhaul will support simultaneously all current T1 traffic and new Ethernet traffic. The actual transition from T1 to Ethernet will likely occur until after the microwave radio upgrade and integration of the new MPLS equipment.

The Backhaul transition from T1 to Ethernet will be performed in several steps:

- Upgrade the P25 system to A2019 (keep existing T1 site links)

- Upgrade Microwave Network to Hybrid Radio configuration (all traffic still on T1)

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- Integrate MPLS into the new Microwave Network (using Ethernet part of the Hybrid Radio)

- Migrate Repeater Sites and Dispatch Centers to Ethernet Site links

- Migrate Simulcast Subsystems to Ethernet

It is assumed that the T1 traffic plan has not changed and thus will be supported with the upgraded system. A more detailed transition plan will be developed during the Design Review.

During the creation of this project design, the following locations were identified as having both microwave (on the "A") and leased T1 connectivity (on the "B") to each site: ACCREC, WCPD, Oakland Fire, Oakland Law, Piedmont and Oakland Housing.

The following locations have fiber connectivity: Pleasant Hill PD and Concord PD (it has one link as microwave and one link as fiber).

Nokia SAR has been included for the following locations to allow for the migration to Ethernet connectivity:

SAR-8 Sites									
1	106_NM/Disp/Conv	10	Coyote Hills	19	Hayward Annex	28	Oakland HA PD	37	Turquoise (CCCO West Prime)
2	651 Pine	11	Cummings Peak (Prime CCCO Central+ RF for CCCO West)	20	Hayward PD	29	Patterson Pass	38	UC Berkeley PD
3	ACRECC	12	Doolan WT	21	Highland Peak	30	Pearl	39	UC Berkeley/KALX
4	ALCO Sheriff/San Leandro COM	13	East Dublin BART	22	Lakeside	31	Pleasant Hill PD	40	Walnut Creek BART
5	Alta Mesa Moraga	14	EB Regional Parks	23	Los Vaqueros	32	Rocky Ridge	41	Walpert Ridge
6	Benicia PD	15	El Cerrito PD	24	MSC	33	Richmond PD/Fire	42	Warm Springs
7	CCCO Fire	16	Fremont PD	25	Newark PD	34	Seneca		
8	CCCO NMD	17	Garin WT	26	Nichol Knob	35	Shadybrook		
9	CCCO Sheriff/40 Glacier	18	Glenn Dyer Jail (ALCO NW Prime)	27	Oakland Fire	36	Skyline Reservoir		
SAR-18 Sites									
1	Bald Peak	2	San Leandro Hills (Alco SW Prime)	3	Sunol Ridge	4	Kregor Peak Prime for CCCO East + RF for CCCO Central)	5	Oakland APL

The sites not included in the MPLS design will support only LMR traffic.

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1.5   EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	**IRU600v4**		
Microwave	**6GHz**		
Microwave	IRU600v4 RFSEC ASSY NP, IF TR SP-HP 5.8-U6 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AMT-000-410000	6
Microwave	IRU600v4 RFSEC ASSY NP, IF TR EHP U6 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AEU-000-410000	4
Microwave	IRU600v4 RFSEC ASSY MHSB RX UNEQUAL SPLIT, IF TR SP-HP 5.8-U6 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps	EV206-AMT-AM0-410000	2
Microwave	IRU600v4 RFSEC ASSY MHSB/SD TX SWITCH, IF TR SP-HP 5.8-U6 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps * spur Sunol Ridge - Carroll Drive 30MHz 256Q 180Mbps	EV207-AMT-AM0-410000	5
Microwave	**11GHz**		
Microwave	IRU600v4 RFSEC ASSY NP, IF TR SP-HP 10.5-11 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AMC-000-410000	36
Microwave	IRU600v4 RFSEC ASSY NP, IF TR EHP 11 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AEB-000-410000	6
Microwave	IRU600v4 RFSEC ASSY MHSB RX UNEQUAL SPLIT, IF TR SP-HP 10.5-11 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps	EV206-AMC-AM0-410000	31
Microwave	IRU600v4 RFSEC ASSY MHSB RX UNEQUAL SPLIT, IF TR EHP 11 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps	EV206-AEB-AE0-410000	3
Microwave	**ODU600v2**		
Microwave	ODU 600v2, 11 GHZ, PLANNING PART NUMBER * in loop: 30MHz, 256Q, 180Mbps * in spur: 10MHz, 64Q, 45Mbps	M-ECH-11	20
Microwave	Coupler Assy ODU 600v2 , 10/11 GHz Unequal 6 dB, V and H Pole	086-523300-116	8
Microwave	WTM 4100/4200 ODU600v2 10/11 GHz Waveguide Transition Kit, WR 90 waveguide, UDR 100 flange	179-530500-011	12
Microwave	Remote Mount Bracket Assembly ODU600v2	179-530502-001	24
Microwave	ECLIPSE POLE MOUNT FOR USE WITH SINGLE ODU OR PROTECTION COUPLER (RM99/DE)	086-000000-101	
Microwave	**IRU600v4 WAVEGUIDE EXT KIT**		
Microwave	**6GHz**		
Microwave	WG EXT KIT IRU600 V3 6GHZ SH1-PO1, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-AA101	3
Microwave	WG EXT KIT IRU600 V3 6GHZ SH1-PO1, 1+0/MHSB 2 ANT, MHSB/SD	179-530135-AA103	5

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SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	WG EXT KIT IRU600 V3 6GHZ SH2-PO2, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-BB201	6
Microwave	WG EXT KIT IRU600 V3 6GHZ SH3-PO3, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-CC301	2
Microwave	WG EXT KIT IRU600 V3 6GHZ SH4-PO4, 1+0/MHSB 2 ANT, MHSB/SD	179-530135-DD403	3
Microwave	**11GHz**		
Microwave	WG EXT KIT IRU600 V3 11GHZ SH1-PO1, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-AA121	43
Microwave	WG EXT KIT IRU600 V3 11GHZ SH2-PO2, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-BB221	23
Microwave	WG EXT KIT IRU600 V3 11GHZ SH3-PO3, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-CC321	9
Microwave	WG EXT KIT IRU600 V3 11GHZ SH4-PO3, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-DD321	2
Microwave	**WAVEGUIDE EXT BRACKET KIT**		
Microwave	EXT BRKT KIT IRU600 2 SHELF	179-530089-001	18
Microwave	EXT BRKT KIT IRU600 3 SHELF	179-530089-002	9
Microwave	EXT BRKT KIT IRU600 4 SHELF	179-530089-003	6
Microwave	CUSTOM WAVEGUIDE KIT COMPLEXITY 1	WGKIT-1000	43
Microwave	**INUe**		
Microwave	ECLIPSE, INTELLIGENT NODE UNIT 2RU, INC IDCE, FAN, NCCV2, HIGH OUTPUT	EXX-000-204	113
Microwave	KIT BRACKET 2RU	179-530064-001	113
Microwave	NODE PROTECTION CARD, HIGH OUTPUT	EXS-002	113
Microwave	**RAC**		
Microwave	RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	155
Microwave	**DAC OC-3**		
Microwave	DAC 155OM, 1XSTM1/OC3 MUXED TO 63E1/84DS1, SM OPTICAL, S-1.1, SR, 15KM OR LESS	EXD-156-001	163
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 3M/9.8FT	LOC-203-3500-003/3MIL	74
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 5M/16.4FT	LOC-203-3500-005/3MI	21
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 10M/32.8FT	LOC-203-3500-010/3MI	8
Microwave	**DAC DS1**		
Microwave	NETWORK CONVERGENCE MODULE (NCM)	EXD-400-002	60
Microwave	ECLIPSE, DAC 16XE1/DS1 V3, PROTECTABLE	EXD-161-002	142
Microwave	2x HDR-E50 TO Y JOIN TO 24AWG FREE END 3.5M	037-579408-003	144
Microwave	2x HDR-E50 TO Y JOIN TO 24AWG FREE END 15.5M	037-579408-015	2
Microwave	**DAC ETHERNET**		
Microwave	DAC GE3 GIGABIT ETHERNET SWITCH CARD	EXD-181-002	162
Microwave	CABLE PROT / BRIDGEING GE3, DIRECT FIT, 500mm	037-579461-500	77
Microwave	XCVR ELECTRICAL SFP, GE3 ONLY, W/LOS 3V3 COM	083-845434-001	158
Microwave	ETHERNET CABLE, RJ45 CAT 5/CAT 5e, 2m (6.5')	037-579124-002	104
Microwave	ETHERNET CABLE,CAT5/CAT5E,RJ-45,5 M LONG	037-579125-002	28

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SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	ETHERNET CABLE,CAT5/CAT5E,RJ-45,15 M LONG	037-579126-002	6
Microwave	GIG ETH SFP, OPT SMF 1310nm LC 1000BASE-LX, <10 KM	079-422656-001	156
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 10M/32.8FT	LOC-203-3500-010/3MI	156
Microwave	**ALARM CARD**		
Microwave	AUX, ALARM I/O CARD	EXA-001	54
Microwave	CABLE, ALARM I/O HD15 TO WIREWRAP, 15M	037-579470-015	54
Microwave	**Software Licenses**		
Microwave	IRU600 600 High power option 1 x RFU	EZF-61	9
Microwave	IRU600 600 Nodal High power option 2 x RFU	EZF-62	4
Microwave	ODU 600 High power option 1 x ODU	EZF-51	1
Microwave	ODU 600 Nodal High power option 2 x ODU	EZF-52	1
Microwave	NODE SW LICENSE, 400 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08006	5
Microwave	NODE SW LICENSE, 200 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08004	48
Microwave	NODE SW LICENSE, 100 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08002	2
Microwave	50 Mbps Node radio capacity License	EZE-08001	59
Microwave	NCM LOOP SWITCH License to support up to 50E1/63T1 TDM circuits	EZF-14	33
Microwave	LAYER 1 LINK AGGREGATION NODAL ON DAC GE / DAC GE3	EZF-01	79
Microwave	CIRCUIT BREAKER 15 AMP SNAPAK	PWR-000052-TRM	226
Microwave	SIPQ-CABLES - All Equipment interconnections	SIPQ-CABLES	47
Microwave	**SPARES**		
Microwave	**IRU600v4**		
Microwave	RFU, MP, IRU600v4 IF TR, 5.8-L6-U6 GHz, 5725-7125 MHz	ERM-ATT-400	2
Microwave	RFU, MP, IRU600v4 IF TR, 10.5-11 GHz, 10500-11700 MHz	ERM-ACC-400	2
Microwave	RFU, EHP, IRU600v4 IF TR, L6 GHz, 5925-6425 MHz	ERE-AL6-400	
Microwave	RFU, EHP, IRU600v4 IF TR, U6 GHz, 6400-7125 MHz	ERE-AU6-400	2
Microwave	RFU, EHP, IRU600v4 IF TR, 11 GHz, 10700-11700 MHz	ERE-ABB-400	2
Microwave	FAN TRAY KIT, IRU600v4 (2 Fan Trays per Kit)	179-531050-001	2
Microwave	**ODU600v2**		
Microwave	ODU 600v2, 11 GHZ, PLANNING PART NUMBER	M-ECH-11	4
Microwave	KIT, LIGHTNING ARRESTOR, UNIVERSAL, 50 OHM, MALE TO FEMALE	179-530062-002	4
Microwave	**INUe**		
Microwave	INUe, 2RU FAN CARD EXTENDED LIFE	EXF-102	2
Microwave	Air Filter Assembly INUe	131-501768-001	2
Microwave	ECLIPSE, NODE CONTROLLER CARD, SERIAL MGMT V2	EXN-004	2
Microwave	NODE PROTECTION CARD, HIGH OUTPUT	EXS-002	2
Microwave	RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	2

EBRCS Microwave Upgrade and MPLS Implementation

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Solution Description   1-13

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	DAC 155OM, 1XSTM1/OC3 MUXED TO 63E1/84DS1, SM OPTICAL, S-1.1, SR, 15KM OR LESS	EXD-156-001	2
Microwave	NETWORK CONVERGENCE MODULE (NCM)	EXD-400-002	2
Microwave	ECLIPSE, DAC 16XE1/DS1 V3, PROTECTABLE	EXD-161-002	2
Microwave	DAC GE3 GIGABIT ETHERNET SWITCH CARD	EXD-181-002	2
Microwave	AUX, ALARM I/O CARD	EXA-001	2
Microwave	**JACKFIELDS**		
Microwave	JACKFIELD,FIXED,DSX-1,56 CIRCUITS,4 RU,19 INCHES OR 23 INCHES WIDTH,FRONT WIREWRAP X-CONN, REAR WIREWRAP,BLACK,-48VDC INPUT (010-0156-0601)	TEL-010-0156-0601	39
Microwave	JACKFIELD,FIXED,DSX-1,32 CIRCUITS,2 RU,19 INCHES OR 23 INCHES WIDTH,FRONT WIREWRAP X-CONN, REAR WIREWRAP,BLACK,-48VDC INPUT	TEL-010-0132-0101	23
Microwave	CIRCUIT BREAKER 1 AMP SNAPAK	PWR-000046-TRM	62
Microwave	**RACK & ACCESSORIES**		
Microwave	RACK ASSY CRATED, 7' CHATSWORTH ALUMINUM, 1 BREAKER PNL W/10 BLANK COVERS AND NO BREAKERS	179-530307-0113	50
Microwave	RACK ASSY CRATED, 8' CHATSWORTH ALUMINUM, 1 BREAKER PNL W/10 BLANK COVERS AND NO BREAKERS	179-530307-0115	2
Microwave	Installation Kit, Aluminum Rack, Concrete Floor	179-530119-001	52
Microwave	GROUND BAR,KIT,RACK,R56 COMPLIANT,72 INCHES L X 5/8 INCHES WIDE X 1/4 INCHES DEPTH	LOC-TRGBVKIT145872W	52
Microwave	CHANNEL MOUNTING, FORWARD, U-SHAPE, 4 INCHES LONG (FORWARD) X 5/8 INCHES WIDE X 1.75 INCHES HIGH (1 RU)	020-018475-005	156
Microwave	6A/6B POS., +/-48-24VDC, W/O BRKRS, 19"	PWR-000070-TRM	8
Microwave	STANDARD DC AND GND KIT	179-530118-001	8
Microwave	CIRCUIT BREAKER 3 AMP SNAPAK	PWR-000048-TRM	4
Microwave	ETHERNET CABLE, RJ45 CAT 5/CAT 5e, 2m (6.5')	037-579124-002	2
Microwave	ETHERNET CABLE,CAT5/CAT5E,RJ-45,5 M LONG	037-579125-002	2
Microwave	ETHERNET CABLE,CAT5/CAT5E,RJ-45,15 M LONG	037-579126-002	2
Microwave	**FLEXTWIST, WAVEGUIDE, ACCESSORIES**		
Microwave	**For ODU600v2 Remote-Mount reusing existing antenna**		
Microwave	WR90ODU-KIT (ONE KIT REMOTE MOUNT)	AND-WR90ODU-KIT	7
Microwave	CABLE, ODU, 9913, WITH CONN/GROUND KIT, 50M(164FT) CNT400 CCAL TYPE	037-579311-050	4
Microwave	CABLE,ODU,9913 WITH CONN.GROUND KIT, 100M(328FT) CNT400 TYPE	037-579311-100	
Microwave	CABLE, ODU, 9913, WITH CONN/GROUND KIT, 150M(492FT) CNT400 CCAL TYPE	037-579311-150	6
Microwave	LIGHTNING ARRESTOR KIT, UNIVERSAL, 50 OHM, TYPE N, MALE TO FEMALE * This arrestor is supplied with a 1M long ground cable and	179-530062-002	10

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1-14   Solution Description

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SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
	a 2 hole termination lug		
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	103
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	103
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	103
Microwave	WG CUSHION ASSY LMR-400 3/8" FLEX, 2 HOLES (Bag of 5 Kits)	VLT-SRLR42-K	163
Microwave	LMR-400 STANDARD BLK UV RATED	WEB-LMR-400	2200
Microwave	CONNECTOR KIT N TYPE M&F 400 TYPE CABLE	179-530057-001	16
Microwave	KIT, LIGHTNING ARRESTOR, UNIVERSAL, 50 OHM, MALE TO FEMALE	179-530062-002	8
Microwave	UNIVERSAL COAXIAL GROUNDING KIT	086-523257-001	24
Microwave	GROUND CONDUCTOR TOWER TERMINATION	023-380000-001	24
Microwave	WEATHERPROOFING KIT	011-390001-001	8
Microwave	HOISTGRIP, FOR 3/8IN CNT-400 CBL	AND-C2SGRIP	8
Microwave	THREAD ROD SUPPORT 12IN (305MM) LONG, KIT OF 5	AND-31771-4	19
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	73
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	73
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	73
Microwave	WG CUSHION ASSY LMR-400 3/8" FLEX, 2 HOLES (Bag of 5 Kits)	VLT-SRLR42-K	140
Microwave	**For ODU600v2 Remote Mount - replace 10GHz to 11 GHz**		
Microwave	WR90ODU-KIT (ONE KIT REMOTE MOUNT)	AND-WR90ODU-KIT	6
Microwave	CABLE, ODU, 9913, WITH CONN/GROUND KIT, 50M(164FT) CNT400 CCAL TYPE	037-579311-050	10
Microwave	LIGHTNING ARRESTOR KIT, UNIVERSAL, 50 OHM, TYPE N, MALE TO FEMALE	179-530062-002	10
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	55
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	55
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	55
Microwave	WAVEGUIDE CUSHION HANGER, KITS, LMR-400 3/8" FLEX, 2-HOLE (BAG OF 5 KITS)	VLT-SRLR42-K	33
Microwave	LMR-400 STANDARD BLK UV RATED	WEB-LMR-400	1600
Microwave	CONNECTOR KIT N TYPE M&F 400 TYPE CABLE	179-530057-001	12
Microwave	KIT, LIGHTNING ARRESTOR, UNIVERSAL, 50 OHM, MALE TO FEMALE	179-530062-002	6
Microwave	UNIVERSAL COAXIAL GROUNDING KIT	086-523257-001	18
Microwave	GROUND CONDUCTOR TOWER TERMINATION	023-380000-001	18
Microwave	WEATHERPROOFING KIT	011-390001-001	6
Microwave	HOISTGRIP, FOR 3/8IN CNT-400 CBL	AND-C2SGRIP	6

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Solution Description   1-15

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	THREAD ROD SUPPORT 12IN (305MM) LONG, KIT OF 5	AND-31771-4	6
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	52
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	52
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	52
Microwave	WG CUSHION ASSY LMR-400 3/8" FLEX, 2 HOLES (Bag of 5 Kits)	VLT-SRLR42-K	104
Microwave	**Changing 10GHz to 11GHz Materials**		
Microwave	**Antennas**		
Microwave	ANTENNA, 11 GHZ, 1.0 M (3FT), VALULINE, HPLP, REMOTE MOUNT, PARABOLIC (STD: WHITE), 10.1-11.7 GHZ, RADOME (STD: WHITE), CPR90G, SINGLE POLARIZED, CLASS III/FCC101A/B, SINGLE PIECE REFLECTOR, 250 KMPH, 200 KMPH 1.0 m | 3 ft ValuLine® High Performance Low Profile Antenna, single-polarized, 10.125–11.700 GHz, CPR90G flange, white antenna, composite broadband grey radome without flash, standard pack—one-piece reflector	AND-VHLP3-11W-6WH	18
Microwave	LEG MOUNT,UP TO 6 FEET ANTENNA DIAMETER,UP TO 8 INCHES DEPTHIAMETER LEG,WITH WAVEGUIDE EQUIPMENT PROTECTION SHIELD KIT	179-530147-001	17
Microwave	**Waveguide & Accessories**		
Microwave	ELLIPTICAL WAVEGUIDE STANDARD, 10.2-11.7 GHZ, BLACK PE JACKET, PER FOOT	AND-EW90-F	1470
Microwave	EW90INSTALL-KIT (ONE KIT PER WAVEGUIDE RUN)	AND-EW90INSTALL-KIT	12
Microwave	HARDWARE-KIT (ONE KIT PER 100FT)	AND-HARDWARE-KIT	16
Microwave	WG CUSHION EW-90 1 HOLE (Bag of 5 Kits)	VLT-SREW90-K	99
Microwave	ENTRY BOOT, 4" CABLE BOOT ASSEMBLY FOR EW90, 1-HOLE	020-500001-001	12
Microwave	**PROVISION NMS MANAGEMENT**		
Microwave	Provision INM Complete Single Server - Hardware and Software Configured INCLUDES: * PV-INM-GPS7118 PROVISION INM REMOTE INSTALLATION SERVICE - ONE PER INM SERVER * PV-INM-278-0182 PROVISION INM SERVER HARDWARE - SR6.0 SINGLE SERVER W12 HP DL380 G8 Rack Mountable 2RU 2-way, 12GB RAM, 6x146GB & 3x300GB HDDs, WS2012 R2 STD * PV-INM-SYBASE PROVISION INM SYBASE SOFTWARE * PV-INM-ADAPTERS PROVISION INM ADAPTERS	PV-INM-SERVER-001	1
Microwave	KVM SWITCH, 8-PORT NETDIRECTOR 1U RACKMOUNT CONSOLE KVM SWITCH W/17" LCD	LOC-B020-008-17	2
Microwave	MOUNTING BRACKET, 2-POST RACK MOUNT BRACKET FOR 614-100137-001 KVM CONSOLE	614-100137-002	1

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SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
MPLS	**NOKIA MPLS EQUIPMENT**		
MPLS	**Small MPLS Routers**		
MPLS	SAR-8 SHELF V2	DSMW3HE06791AA	42
MPLS	CONTROL SWITCH MODULE V2 (CSMV2) 48	DSMW3HE02774AB	84
MPLS	SAR RELEASE 9.0 BASIC OS LICENSE	DSMW3HE02784MA	42
MPLS	FAN MODULE (SAR-8 SHELF V2) EXT TEM	DSMW3HE06792EA	42
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	84
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	168
MPLS	**Large MPLS Routers**		
MPLS	SAR-18 SHELF	DSMW3HE04991AA	5
MPLS	CONTROL SWITCH MODULE FOR SAR-18	DSMW3HE04992AA	10
MPLS	SAR-18 RELEASE 9.0 BASIC OS LICEN	DSMW3HE05574HA	5
MPLS	FAN MODULE FOR SAR-18	DSMW3HE04993AA	5
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	20
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	40
MPLS	BREAKER, 10 AMP	DSSP4KHAM10B1A	120
MPLS	**Spares**		
MPLS	SAR-8 SHELF V2	DSMW3HE06791AA	4
MPLS	CONTROL SWITCH MODULE V2 (CSMV2) 48	DSMW3HE02774AB	8
MPLS	SAR RELEASE 9.0 BASIC OS LICENSE	DSMW3HE02784MA	4
MPLS	FAN MODULE (SAR-8 SHELF V2) EXT TEM	DSMW3HE06792EA	4
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	8
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	16
MPLS	SAR-18 SHELF	DSMW3HE04991AA	2
MPLS	CONTROL SWITCH MODULE FOR SAR-18	DSMW3HE04992AA	4
MPLS	SAR-18 RELEASE 9.0 BASIC OS LICEN	DSMW3HE05574HA	2
MPLS	FAN MODULE FOR SAR-18	DSMW3HE04993AA	2
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	8
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	16
MPLS	**NMS**		
MPLS	FORTINET FIREWALL APPLIANCE	T8586	2
MPLS	2930F 24-PORT SWITCH	CLN1868	2

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SECTION 2

IMPLEMENTATION PLAN

2.1   STATEMENT OF WORK

Motorola will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola	EBRCSA
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		

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Tasks	Motorola	EBRCSA
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola's control.		X
Complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Ensure that sufficient space is available at the site for heavy-duty construction vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X

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2-2   Implementation Plan

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Tasks	Motorola	EBRCSA
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Prepare site construction drawings showing the layout of new and existing equipment.	X	
Review and approve site construction drawings.		X
Ensure that required rack space is available for installation of the new equipment.		
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola's Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Transport removed site equipment to a desired location.		X

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Implementation Plan   2-3

Tasks	Motorola	EBRCSA
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to Motorola's Customer Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control	X	

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2-4 Implementation Plan

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Tasks	Motorola	EBRCSA
line connection points. Installation performed in accordance with R56 standards and state/local codes.		
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat	X	

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Implementation Plan   2-5

Tasks	Motorola	EBRCSA
that particular task after Motorola Solutions determines that corrective action has been taken.		
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola to provide services in conjunction with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	

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2-6   Implementation Plan

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Tasks	Motorola	EBRCSA
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2   ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal for EBRCSA related to the design of the solution as well as to the project implementation:

1. All existing sites or equipment locations will have sufficient space available for the system described. Relocation or removal and/or reinstallation of any equipment to accommodate the installations are not covered and will be quoted separately.

2. All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.

3. Motorola intends to reuse the existing DC Power system at all sites. The DC power system provided by EBRCSA will have sufficient power to support the old equipment and new equipment at each of the sites during the testing and migration period.

4. Any site/location upgrades or modifications are the responsibility of EBRCSA.

5. Any tower stress analysis or tower upgrade requirements are the responsibility of EBRCSA.

6. Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of EBRCSA.

7. Any inaccuracies in FCC data may drive additional services costs during field implementation. In addition, any other troubleshooting tasks related to frequency interference issues that are not directly attributable to Motorola are subject to additional service fees at rates define in this proposal.

8. As requested by EBRCSA, Motorola has removed the Carol Drive and Twin Peaks sites from the MW design and has not included any upgrade equipment for those sites.

9. Motorola has considered 1 future radio site in the MPLS design and has included the corresponding equipment for it.

10. The sites not included in the MPLS design will only support LMR traffic.

EBRCS Microwave Upgrade and MPLS Implementation

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Exhibit A.2 November 2, 2019 Proposal Page 28

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Implementation Plan   2-7

11. All ODU600 (outdoor RFU) will be remote-mounted to antenna and new 3ft Flextwist and new coaxial cables are proposed to replace existing coaxial cables. Assuming there is an existing conduit and passage for the Coax cable.

12. Existing antennas, centerlines and waveguide lines will be reused at most sites (with exception to those specifically mentioned in the Solution Description).

13. DC distribution panel is not more than 30 ft far from the MW equipment rack.

14. Motorola will reuse the existing Dehydrators and manifold systems, and those should be capable to support the new equipment.

15. Motorola has included one set of spares for each of the EBRCSA shops in Alameda County and Contra Costa County.

16. Demarcation point will be as follows:

    • For T1, it will be on new DS-1 circuits terminated on DSX-1 jackfield panel

    • For Ethernet, it will be on Ethernet port on the DACGE3

17. All equipment interconnections or termination points, unless specified otherwise, are estimated to be 50 feet. This project does not include any cabling between buildings, rooms, or floors, unless specifically identified in this proposal.

18. EBRCSA provided construction drawings will have sufficient details for Motorola engineering to order antenna mounting or any other related material required. Any re-engineering to provide correct mounts or material required by Motorola may increase cost to EBRCSA.

19. Motorola shall not be responsible for the condition of existing equipment or the deficiencies of non-Motorola provided labor.

2.3   ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features and functions of the installed equipment and/or software in order to verify that the solution operates according to its design. This plan will validate that EBRCSA's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities.

A detailed FATP will be developed and finalized during the Design Review.

2.4   TRAINING

Motorola has included the following customer training for the new MW solution:

Course Title	Sessions	Duration	Location	Date	Participants
Eclipse and ProVision Training	1	5 days	TBD	TBD	10

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to the restrictions on the cover page.

EBRCS Microwave Upgrade and MPLS Implementation

Exhibit A.2 November 2, 2019 Proposal Page 29

2-8   Implementation Plan

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2.5 PROJECT SCHEDULE

The EBRCS Backhaul Network upgrade project would require a carefully developed deployment plan, keeping in mind the importance of continuous operations of the current network. Motorola has prepared a preliminary multi-year deployment plan designed to avoid network operations challenges by taking smaller and controlled upgrade steps.

The estimated time for completion of the entire upgrade project is approximately 24-27 months from the date of Contract signature (a high level project timeline is shown on the diagram below). A more detailed project schedule version will be prepared by the Motorola's assigned Project Manager during the Detailed Design Review, and then reviewed and approved by EBRCSA.

Year	Q1	Q2	Q3	Q4
2019			Proposal Preparation/Negotiations		PO
2020	MW Upgrade Project (Field Surveys) / SUA II A2019 Release Upgrade	MW Upgrade Project (Network Design, Manufacturing and Staging)		
2021	MW Upgrade Project (Installation and Integration) / MPLS Network (Installation and Integration into MW network)			Migrate Repeater and Dispatch Sites to Ethernet / Migrate Simulcast Subsystems to Ethernet
2022	MW Upgrade Project (Closeout) / MPLS Network (Closeout)	Migrate the remaining ASTRO25 System to Ethernet / SUA II A2021 Release Upgrade		

2.5.1 Microwave Cutover Plan

Motorola has put special emphasis on the Microwave cutover methodology, keeping in mind the importance of continuous operations of the current network:

- The cutover will be at DS-1 and Ethernet Level starting at middle of ring and working way out with hop by hop replacement. Crews are needed at both ends of hop during the cutover to minimize the downtime.

- The cutover will be executed in different phases to allow the customer to implement the network over the project lifecycle.

- It is recommended to complete one ring at the time with the following sequence: CCCO ring, ALCO and Richmond Mini loop. The loop protection will not be available when working on each loop until each individual loop is completed with new radio replacement.

- The spur hops can be done after loops are completed.

A detailed cutover plan will be developed once the field site survey is completed (post contract award).

2.6 WARRANTY SERVICES

2.6.1 Microwave Equipment

Motorola will pass through to EBRCSA the Aviat standard hardware repair warranty for a period of 3 Years from the shipment date.

2.6.2 MPLS Equipment

Motorola will pass through to EBRCSA the Nokia standard hardware repair warranty for a period of 1 Year from the shipment date.

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to the restrictions on the cover page.

EBRCS Microwave Upgrade and MPLS Implementation

Exhibit A.2 November 2, 2019 Proposal Page 31

2-10   Implementation Plan

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SECTION 3

PRICING

Motorola is pleased to provide the following equipment and services to EBRCSA:

3.1 MW UPGRADE AND MPLS IMPLEMENTATION

Description	Price (USD)
Equipment	
MW Equipment	$4,266,656
MPLS Equipment	$1,013,790
Equipment Subtotal	**$5,280,446**
Equipment Discount - Contract Level	*-$792,941*
Equipment Total (after Contract Discount)	**$4,487,505**
System Integration Services	**$4,570,889**
Project Total	**$9,058,394**
One Time System Discount *(for Contract by December 14th, 2019)*	*-$858,394*
Estimated **Sales Tax** on Equipment (9.25%)	$375,759
Project Total (with all Discounts and Tax)	**$8,575,759**

3.2 MUNICIPAL LEASE FINANCING OPTIONS

Motorola is proposing the following options to EBRCSA for municipal lease financing:

- 3 Years → $2,877,042 per year
- 5 Years → $1,771,206 per year
- 7 Years → $1,292,515 per year

The first payment is scheduled one year after lease execution.

3.3 LIFECYCLE SERVICES (OPTIONAL)

Lifecycle Maintenance and Support Services can be proposed at EBRCSA's request.

EBRCS Microwave Upgrade and MPLS Implementation

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to the restrictions on the cover page.

Exhibit A.2 November 2, 2019 Proposal Page 32

Pricing   3-1

SECTION 4

CONTRACTUAL DOCUMENTATION

This proposal is based upon providing the project under a Change Order to the Communications System Agreement (CSA) between EBRCSA and Motorola, dated July 7, 2009, extended on July 6, 2012, and extended again on July 6, 2017 through July 6, 2020.

EBRCS Microwave Upgrade and MPLS Implementation

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Exhibit A.2 November 2, 2019 Proposal Page 33

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Contractual Documentation   4-1

MOTOROLA *SOLUTIONS*

Change Order No.	33
Date:	12/4/2020
Project Name:	EBRCS P25 Project
Customer Name:	East Bay Regional Communications System Authority (EBRCSA)
Customer Project Mgr:	Tom McCarthy, Executive Director

The purpose of this Change Order is to: (highlight the key reasons for this Change Order)

Upgrade the existing microwave network to support Ethernet communications and MPLS. This backhaul upgrade will enable the system to support the next system upgrade under the System Upgrade Agreement (SUA).

Contract #   **09-12030/BKP**   **Contract Date:**   **7/7/09**

In accordance with the terms and conditions of the contract identified above between

EBRCSA and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$ 414,344.78
Previous Change Order amounts for Change Order numbers 1 through 32	$ 46,461,010.04
This Change Order:	$ 8,575,759.00
New Contract Value:	$ 55,451,113.82

Original Completion Date:	3/30/2010
Current Completion Date prior to this Change Order:	12/30/2022
New Completion Date:	12/31/2023

Changes in Equipment: *(additions, deletions or modifications)*

Please see attached proposal "EBRCS Microwave Upgrade And MPLS Implementation - Dated 11/2/2019"

Changes in Services: *(additions, deletions or modifications)*

Please see attached proposal "EBRCS Microwave Upgrade And MPLS Implementation - Dated 11/2/2019"

Exhibit A.3 Change Order Number 33 Page 1

MOTOROLA *SOLUTIONS*

Schedule Changes: *(describe change or N/A)*
Project Schedule will be extended to 12/31/2023.

Pricing Changes: *(describe change or N/A)*
Equipment and Services totaling $8,575,759 including estimated taxes are being added to the contract.

Customer Responsibilities: *(describe change or N/A)*
Approve and Sign Change Order 33 and Lease Financing Agreement.

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

This Change Order is being financed through a lease. The remainder of an existing lease for the TDMA upgrade will be consolidated into this new lease.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.	**EBRCSA**
By: _Stuk Mill_	By: _Tom McCarthy_
Printed Name: 12/02/2020	Printed Name: Tom McCarthy
Title: SJ Director West Division	Title: Executive Director
Date: 12/02/2020	Date: 12-7-200

Reviewed by: **Kent Martin**   Date: **11/23/2020**
Motorola Solutions Project Manager

Change Order No.	34
Date:	10/8/2021
Project Name:	EBRCSA MW/MPLS Change Order
Customer Name:	East Bay Regional Communications System Authority (EBRCSA)
Customer Project Mgr:	Tom McCarthy, Executive Director

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Services and equipment for the MPLS and microwave implementation per below details;

1. Nichol Knobs Path: Adding 2 complete hops into the EBRCS loop.
2. Upgrade Existing ODU300 to IRU600v4 and ODU600v2: 5 sites/4 Hops – Hayward Annex, Pinole PD, Shadybrook, Marsh Creek, and Highland Peak.
3. Alameda Co Three Additional Paths: Adding Oakland Housing, Hayward PD and Garin to the network.
4. MPLS SAR for Pinole PD
5. Spares for newly added equipment types.

Contract #   **09-12030/BKP**   **Contract Date:**   **7/7/09**

In accordance with the terms and conditions of the contract identified above between

EBRCSA and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$ 414,344.78
Previous Change Order amounts for Change Order numbers [1] through [33]	$ 55,036,769.04
This Change Order:	$ 961,877.35
Contract Credit:	
Current Contract Value:	$ 56,412,991.17

Completion Date Adjustments

Original Completion Date:	3/30/2010
Current Completion Date prior to this Change Order:	12/31/2023
New Completion Date:	12/31/2023

Changes in Equipment: *(additions, deletions or modifications)* Include attachments if needed

MPLS SAR for Pinole site, Networking equipment, microwave radio and associated RF antenna system for added sites. Refer to the attached "Additional Sites Microwave and MPLS SOW"

Changes in Services: *(additions, deletions or modifications)* Include attachments if needed

Path/Site survey, License application, Design, Integration, and Migration services. No Maintenance services included in this Change Order. Refer to the attached "Additional Sites Microwave and MPLS SOW".

Schedule Changes: *(describe change or N/A)*

No change

Pricing Changes: *(describe change or N/A)*

Description	Price (USD)
Equipment	
MW Equipment	$ 517,798.00
MPLS Equipment	$ 16,403.00
Equipment Subtotal	**$ 534,201.00**
Equipment Discount - Contract Level	$ (80,950.30)
Equipment Credit	$ (58,981.00)
Equipment Total (after Contract Discount)	**$ 394,269.70**
System Integration Services	**$531,138**
Project Total	**$ 925,407.40**
Estimated Sales Tax on Equipment (9.25%)	$36,469.95
Project Total (with all Discounts and Tax)	**$ 961,877.35**

Inclusive of the credit from the reduction of equipment post detailed design review equal to $ 58,981.00, Equipment and Services totaling $ 961,877.35 including estimated taxes are being added to the contract.

Customer Responsibilities: *(describe change or N/A)*

Approve and sign Change Order # 34

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.
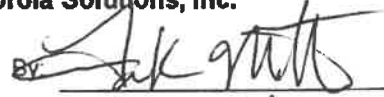
MOTOROLA SOLUTIONS

1. 25% of the Change Order upon Change Order Approval
2. 65% of the Change Order upon Shipment of Equipment
3. 10% of the Change Order upon Final Acceptance

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. Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

By: _____

Printed Name: FRANK MILLER

Title: West SI Direct.

Date: 10/15/2021

Reviewed by: _____ Tet Sobingsobing

Motorola Solutions Project Manager

EBRCSA

By: _____

Printed Name: Gregory J. Ahern

Title: Sergeant

Date: 12/13/21

Date: 10/08/2021

EBRCSA Change Order # 34
Additional Sites Microwave and MPLS SOW

1.0 Nichol Knob Paths

During the final design review, it was discovered that the two EBRCSA microwave paths were missing. These paths were not included in the original RFP but are vital to the EBRCSA Contra Costa County loop. The missing paths are Bald Peak to Nichol Knob and Nichol Knob to Cummings Pk. The Nichol Knob to El Cerrito and Nichol Knob to Richmond paths were included original project as part of the Richmond Mini-Loop System.

Refer to updated system layout.

Site: Bald Peak	Equipment Added	Services Added
Path: to Nichol Knob	IRU600v4	Program Management
	INUe (Intelligent Node Unit)	Project/Site Engineering
	NPC	Frequency Coordination & Licensing,
	RAC70	Config Engineering / Drafting
	DAC GE3	Network/System Engineering
	DAC OC-3	Radio Installation – Turn-up and Testing

Site: Nichol Knob	Equipment Added	Services Added
Path: to Bald Peak	IRU600v4	Program Management
	INUe (Intelligent Node Unit)	Project/Site Engineering
	NPC	Frequency Coordination & Licensing,
	RAC70	Config Engineering / Drafting
	DAC GE3	Network/System Engineering
	DAC OC-3	Radio Installation – Turn-up and Testing

Site: Nichol Knob	Equipment Added	Services Added
Path: to Cummings	IRU600v4	Program Management
	INUe (Intelligent Node Unit)	Project/Site Engineering
	NPC	Frequency Coordination & Licensing,
	RAC70	Config Engineering / Drafting
	DAC GE3	Network/System Engineering
	DAC OC-3	Radio Installation – Turn-up and Testing

Site: Cummings	Equipment Added	Services Added
Path: to Nichol Knob	IRU600v4	Program Management
	INUe (Intelligent Node Unit)	Project/Site Engineering
	NPC	Frequency Coordination & Licensing,
	RAC70	Config Engineering / Drafting
	DAC GE3	Network/System Engineering
	DAC OC-3	Radio Installation – Turn-up and Testing

EBRCSA Change Order # 34
Additional Sites Microwave and MPLS SOW

2.0 Upgrade Existing ODU300 to ODU600v2 radios

During the engineering process of adding three additional paths to the network per EBRCSA requests (Section 2.10), it was discovered that fives sites were using the Harris/Stratex (Aviat Networks) ODU300 radios. These radios are end of life and will no longer be supported by Aviat by mid-next year 2022. This scope will replace the ODU300 radio with ODU600v2 radios.

Refer to updated system layout.

Site: Highland Pk	Equipment Added	Services Added
Path: to Los Vaqueros	IRU600v4 (qty2)	Program Management
Path: to San Ramon	Waveguide Top-of-Rack ext.	Project/Site Engineering
	INUe License Upgrade	Frequency Coordination & Licensing,
		Config Engineering / Drafting
		Network/System Engineering
		Radio Installation – Turn-up and Testing

Site: Hayward Annex	Equipment Added	Services Added
Path: Coyote	ODUv2 (qty2)	Program Management
	ODUv2 Coupler	Project/Site Engineering
	ODUv2 Remote mount	Frequency Coordination & Licensing,
		Config Engineering / Drafting
		Network/System Engineering
		Radio Installation – Turn-up and Testing

Site: Pinole PD	Equipment Added	Services Added
Path: Turquoise	ODUv2 (qty2)	Program Management
	ODUv2 Coupler	Project/Site Engineering
	ODUv2 Remote mount	Frequency Coordination & Licensing,
		Config Engineering / Drafting
		Network/System Engineering
		Radio Installation – Turn-up and Testing

Site: Shadybrook	Equipment Added	Services Added
Path: Fire Station 85	ODUv2 (qty2)	Program Management
	ODUv2 Coupler	Project/Site Engineering
	ODUv2 Remote mount	Frequency Coordination & Licensing,
		Config Engineering / Drafting
		Network/System Engineering
		Radio Installation – Turn-up and Testing

Site: Marsh Creek	Equipment Added	Services Added
Path: Kregor Peak	ODUv2 (qty2)	Program Management
	ODUv2 Coupler	Project/Site Engineering
	ODUv2 Remote mount	Frequency Coordination & Licensing,
		Config Engineering / Drafting
		Network/System Engineering
		Radio Installation – Turn-up and Testing

3.0 Alameda County

2.1 Three Additional Paths

Alameda County asked to have three additional paths included in the EBRCSA radio upgrade. The three paths are Lakeside to Oakland Housing Authority, Hayward PD to Garin, Hayward PD to (path TBD/possibly Coyote Hills) The Scope in this section is the equipment and services to engineer and installation to include these three paths into the overall EBRCS project.

Refer to updated system layout.

Site: Oakland Housing Auth	Equipment Added	Services Added
Path: Lakeside	RFS SC3-W100XGT1C	Program Management
	WTM4100 Radio	Project/Site Engineering
	AC/DC POE	Frequency Coordination & Licensing,
	Associated Cables,	Config Engineering / Drafting
	Lightning Arrestors &	Network/System Engineering
	Grounding	Radio Installation – Turn-up and Testing
		Antenna Installation

Site: Lakeside	Equipment Added	Services Added
Path: Oakland Housing Auth	RFS SC3-W100XGT1C	Program Management
	WTM4100 Radio	Project/Site Engineering
	DC Power Cable	Frequency Coordination & Licensing,
	Associated Cables,	Config Engineering / Drafting
	Lightning Arrestors &	Network/System Engineering
	Grounding	Radio Installation – Turn-up and Testing
		Antenna Installation

EBRCSA Change Order # 34
Additional Sites Microwave and MPLS SOW

Site: Garin	Equipment Added	Services Added
Path: Hayward PD	IRU600v4	Program Management
	Waveguide Top-of-Rack ext.	Project/Site Engineering
	IRU600v4	Frequency Coordination & Licensing,
	INUe (Intelligent Node Unit)	Config Engineering / Drafting
	NPC	Network/System Engineering
	RAC70	Radio Installation – Turn-up and Testing
	DAC GE3	
	DAC OC-3	

Site: Hayward PD	Equipment Added	Services Added
Path: Garin	IRU600v4	Program Management
	Waveguide Top-of-Rack ext.	Project/Site Engineering
	IRU600v4	Frequency Coordination & Licensing,
	INUe (Intelligent Node Unit)	Config Engineering / Drafting
	NPC	Network/System Engineering
	RAC70	Radio Installation – Turn-up and Testing
	DAC GE3	
	DAC OC-3	

Site: Hayward PD	Equipment Added	Services Added
Path: Coyote Hills	IRU600v4	Program Management
	Waveguide Top-of-Rack ext.	Project/Site Engineering
	IRU600v4	Frequency Coordination & Licensing,
	INUe (Intelligent Node Unit)	Config Engineering / Drafting
	NPC	Network/System Engineering
	RAC70	Radio Installation – Turn-up and Testing
	DAC GE3	Antenna Installation
	DAC OC-3	
	RFS SB6-W60XC	
	W63 Waveguide	

Site: Coyote Hills	Equipment Added	Services Added
Path: Hayward PD	IRU600v4	Program Management
	Waveguide Top-of-Rack ext.	Project/Site Engineering
	IRU600v4	Frequency Coordination & Licensing,
	INUe (Intelligent Node Unit)	Config Engineering / Drafting
	NPC	Network/System Engineering
	RAC70	Radio Installation – Turn-up and Testing
	DAC GE3	Antenna Installation
	DAC OC-3	
	RFS SB6-W60XC	
	EW63 Waveguide	

Equipment Purchase and Software License Addendum ("EPSLA")

1.   Addendum. This EPSLA governs Customer's purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement. Notwithstanding anything contained in this Addendum, if any conflict arises between the terms of this Addendum and an Ordering Document, the terms of the Ordering Document shall govern. Motorola's obligations set forth in this Addendum are Material Obligations.

2.   Delivery of Equipment and Licensed Software.

2.1.   Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon receipt by Customer at the Customer address. Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes if applicable. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the date Motorola makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2.   Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3.   Licensed Software License and Restrictions.

3.1.   Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's governmental purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized

mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. <u>Subscription License Model</u>. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Ordering Document under this Agreement.

3.3. <u>Customer Restrictions</u>. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. <u>Copies</u>. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.5. <u>Resale of Equipment.</u> Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

3.6. <u>Termination</u>. Motorola may terminate this EPSLA if, after providing thirty (30) days' written notice to Customer alleging a Customer breach of **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum, Customer fails to either take reasonable steps to correct the alleged breach or substantiate why no breach has occurred.

For clarity, upon termination or expiration of the Agreement, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of

resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches the EPSLA, in addition to termination, Motorola will be entitled to seek all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

3.7. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

4.   Representations and Warranties; Liability.

4.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the Agreement and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the "**Motorola Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time as determined and agreed upon by both Parties , then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

4.2.   ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO EQUIPMENT AND LICENSED SOFTWARE PROVIDED TO CUSTOMER PURSUANT TO THE EPSLA RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN

MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

4.3. <u>Voluntary Remedies</u>. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the EPSLA, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

5.   Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

6.   Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions**.

EXHIBIT C

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM ("MSLMA")

1.   Addendum. This MSLMA governs Customer's purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Ordering Document, related Services) from Motorola and will form part of the Parties' Agreement. In addition to the Agreement, other Addenda may be applicable to the MSMLA, including the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment. This MSMLA will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services. Notwithstanding anything contained in this Addendum, if any conflict arises between the terms of this Addendum and an Ordering Document, the terms of the Ordering Document shall govern. Motorola's obligations set forth in this Addendum are Material Obligations.

2.   Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) ("Maintenance and Support Services") and/or upgrade services ("Lifecycle Management") as further described in the applicable Ordering Documents.

3.   Terms and conditions

3.1   Maintenance and Support services

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

3.1.2 Start Date. The "Start Date" for Maintenance and Support Services will be indicated in the applicable Ordering Document.

3.1.3 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.

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

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

3.1.6 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service.   If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola with Customer's prior written consent may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.7 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Ordering Documents.

3.1.8 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.9 Excluded Services.

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

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

3.1.10 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Ordering Documents.   When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement.

Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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

3.1.12 Warranty.   Motorola warrants that it's Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2   Lifecycle Management Services

3.2.1   The Software License terms included in the Agreement and its Addendum applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2   Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

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

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

3.2.5   The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on

System acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Ordering Documents.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Ordering Documents, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

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

c) Unless specifically included in this MSLMA or the applicable Ordering Documents, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

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

4.   **Payment**

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services

rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 4% during the previous year, Motorola shall have the right to increase prices by the CPI increase amount exceeding 4%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 4% (8%-4% base).

<u>**EXHIBIT D**</u>

Data Processing Addendum

This Data Processing Addendum, including its Schedules and Annexes ("**DPA**"), forms part of the Agreement to reflect the Parties' agreement with regard to the Processing of Customer Data as defined herein, which may include Personal Data as defined herein. In the event of a conflict between this DPA, the Agreement or any Schedule, Annex or other addenda to the Agreement, this DPA must prevail. However, if any conflict arises between the terms of this DPA and an Ordering Document, the terms of the Ordering Document shall govern. Motorola's obligations set forth in this Addendum are Material Obligations.

If Motorola provides new features or supplements the Product or Service or if Customer purchases additional Products or Services during the Term, Motorola may propose additional terms or updates to this DPA applicable to Customer's use of those new features or supplements.

1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement or Ordering Documents.

"**Customer Data**" means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

"**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

"**Data Protection Laws**" means all data protection laws and regulations applicable to a Party with respect to the providing the Products and Services contemplated by the Agreement which shall include, but not be limited to, the California Privacy Acts as defined in Section 12.4, HIPAA as defined in Section 12.1 and the CJIS Security Policy as defined in Section 12.3.

"**Data Subjects**" means the identified or identifiable person to whom Personal Data relates.

"**Metadata**" means data that describes other data.

"**Motorola Data**" means data owned by Motorola and made available to Customer in connection with the Products and Services.

"**Personal Data**" or "**Personal Information**" means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Process" or **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Security Incident" means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola.

"**Service Use Data**" means data generated about the use of the Products and Services through Customer's use or Motorola's support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

"Sub-processor" means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

"Third Party Data" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

2.   Processing of Customer Data

2.1.   Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled "Sub-processors" below.

2.2.   Motorola's Processing of Customer Data. Motorola and Customer agree that Motorola may only use and Process Customer Data, including the Personal Information embedded in Service Use Data, in accordance with applicable law and Customer's documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer's use and configuration of features in the Products and Services, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's Agreement. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

2.3.   Details of Processing. The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

2.4.   Disclosure of Processed Data. Motorola must not disclose to or share any Customer Data with any third party except to Motorola's sub-processors, suppliers and channel partners as

necessary to provide the Products and Services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government agency demands access to Customer Data pursuant to and in compliance with applicable law, Motorola shall provide Customer with notice of receipt of the demand in order to provide it with sufficient time to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola shall comply with all applicable Data Protection Laws and warrants it has established security related operational requirements that support compliance with Data Protection Laws and applicable related laws and regulations. Motorola must ensure that its personnel are subject to a duty of confidentiality, and will contractually obligate its sub-processors to a duty of confidentiality, with respect to the handling of Customer Data and any Personal Data contained in Service Use Data. Customer shall not be responsible for Motorola's compliance with all Data Protection Laws and Motorola shall be solely responsible for its compliance with all Data Protection Laws.

2.5.   Customer's Obligations. Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement.

3.   Service Use Data.   Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors.

4.   Third-Party Data and Motorola Data.   Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's governmental purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws ; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement or applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the Agreement. Further, if after Motorola provides thirty (30) days' written notice to Customer substantiating its claim that Customer's or the Authorized User's use of Motorola Data or Third-Party Data violates the Agreement, applicable law or Motorola's agreement with the applicable Third Party Data provider and Customer's failure to either suspend, change or terminate it or any Authorized User's access to Motorola Data or Third-Party Data or substantiate why it or the Authorized User's use does cause the alleged violation, Motorola or the applicable Third Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable

law or by Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

5.   Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as each may be updated from time to time and all Data Protection Laws. Motorola holds all Customer Contact Data as a Controller and must Process such Customer Contact Data in accordance with the Motorola Privacy Statement and all Data Protection Laws. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

6.   Sub-processors.

6.1.   Use of Sub-processors. Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**.   When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

6.2.   Changes to Sub-processing. The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavours to provide at least thirty (30) days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes obligations to comply with all Data Protection Laws on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may terminate this Agreement and receive a pro-rata refund of any prepaid service or support fees as full satisfaction of any claim arising out of such termination.

6.3.   Data Subject Requests. Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this Addendum and applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

8. Security.

Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

9. Security Incident Notification.

If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the Agreement or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

11. Audit Rights

11.1 Periodic Audit. Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or

otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

11.2   Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

11.3   Audit Process. Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

12.   Regulation Specific Terms

12.1.   HIPAA Business Associate. If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103 and/or the Health Insurance Portability and Accountability Act ("**HIPPAA**") , execution of the Agreement includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA").   Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement: "Customer and Motorola agree that no Business Associate Agreement is required. Motorola is not a Business Associate of Customer's, and Customer agrees that it will not share or provide access to Protected Health Information to Motorola or Motorola's subprocessors."

12.2.   FERPA. If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law.

12.3. CJIS. Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola "screened" personnel as defined by the CJIS Security Policy to serve as an authorized "escort" within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer's request. Notwithstanding the foregoing, in the event the Agreement or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

12.4. CCPA / CPRA. If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act ("CCPA") and/or the California Privacy Rights Act ("CPRA") (collectively referred to as the "California Privacy Acts"), Customer acknowledges that Motorola is a "Service Provider" within the meaning of California Privacy Acts. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts, including under any "sale" exemption. In no event will Motorola sell any such data, nor will M. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Act or Act's definition of personal data. Motorola shall provide Customer with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Customer may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

12.5 **CPA, CTDPA, VCDPA.** If Motorola is Processing Personal Data within the scope of the Colorado Privacy Rights Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), or the Virginia Consumer Data Protection Act ("VCDPA") Motorola will comply with its obligations under the applicable legislation, and shall make available to Customer all information in its possession necessary to demonstrate compliance with obligations in accordance with such legislation. **Motorola Contact.** If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

1.

Name: …

Address: …

Contact person's name, position and contact details: …

Activities relevant to the data transferred under these Clauses: …

Signature and date: …

Role (controller/processor): Controller

2.

…

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

1.

Name: Motorola Solutions, Inc.

Address: …

Contact person's name, position and contact details: …

Activities relevant to the data transferred under these Clauses: …

Signature and date: …

Role (controller/processor):   Processor

2. …

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;

- Dependents of the above;

- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);

- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;

- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;

- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);

- Minors; or

- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of personal data transferred

Customer's use of the Products and Services. Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;

- Authentication data (for example user name, password or PIN code, security question, audit trail);

- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);

- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle

registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);

- Pseudonymous identifiers;

- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);

- Commercial Information (for example history of purchases, special offers, subscription information, payment history);

- Biometric Information (for example DNA, fingerprints and iris scans);

- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);

- Photos, video, and audio;

- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);

- Device identification (for example IMEI-number, SIM card number, MAC address);

- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);

- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);

- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);

- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);

- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;

- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or

- Any other personal data identified under applicable law or regulation.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

…

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Data may be transferred on a continuous basis during the term of the Agreement or other agreement to which this DPA applies.

Nature of the processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the Agreement and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

Purpose(s) of the data transfer and further processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the Agreement and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

The period for which the personal data will be retained, *or, if that is not possible, the criteria used to determine that period*

Data retention is governed by Section 10 of this Data Processing Addendum

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the Agreement and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measures of pseudonymisation and encryption of personal data by Motorola

Where technically feasible and when not impacting services provided:

- Motorola minimizes the data it collects to information it believes is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- Motorola encrypts in transit and at rest.
- Motorola pseudonymizes and limits administrative accounts that have access to reverse pseudonymisation.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cybersecurity Framework as well as ISO 27001.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

Measures for user identification and authorisation

Identification and Authentication**.** Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration**.**. Motorola maintains a record of security privileges of individuals having access to Customer Data. including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers.   Motorola deactivates authentication credentials on a periodic basis.

Measures for the protection of data during transmission

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for the protection of data during storage

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for ensuring physical security of locations at which personal data are processed

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

Measures for ensuring personnel security

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness.   Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

Measures for ensuring events logging

Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at https://www.motorolasolutions.com/en_us/about/trust-center/security.html

Measures for certification/assurance of processes and products

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

Measures for ensuring data minimisation

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimisation. Further, Motorola Solutions

conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimisation.

Measures for ensuring data quality

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

Measures for ensuring limited data retention

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

Measures for ensuring accountability

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

Measures for allowing data portability and ensuring erasure

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

For transfers to (sub-) processors

If, in the course of providing products and services under the Agreement, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

ANNEX III

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorisation of sub-processors The controller has authorised the use of the following sub-processors:

1.

Name: …

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): …

2.

…

CYBER ADDENDUM

Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services except that no term in this Addendum shall supersede any conflicting terms in the Ordering Documents, including (i) Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services,(ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories (Retainer Services) (all collectively herein, "Services"). Motorola's obligations set forth in this Addendum are Material Obligations.

Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1. "**Customer Contact Data**" means data Motorola Solutions collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "**Customer Data**" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Solutions Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola Solutions shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "**Feedback**" means comments or information, in oral or written form, given to Motorola Solutions by Customer or Authorized Users, including their end users, in connection with or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola Solutions may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola Solutions the foregoing rights.

2.4 "**Motorola Solutions Data**" means data owned or licensed by Motorola Solutions.

2.5 "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.6　　　"**Service Use Data**" means data generated by Customer's use of the Services or by Motorola Solutions' support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 "**Statement(s) of Work**" or "**SOW(s)**" as used in this Addendum means a statement of work, ordering document, accepted proposal, or other agreed upon engagement document issued under or subject to this Addendum. Mutually agreed upon SOWs subject to this Addendum shall be attached hereto as Exhibit(s) E-1, etc., and each of which will be governed by the terms and conditions of this Addendum. Statements of Work may set out certain "Deliverables," which include all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola Solutions prepares for Customer in the performance of the Services and is obligated to provide to Customer under a SOW attached hereto and, thus, subject to this Addendum. The Deliverables, if any, are more fully described in the Statements of Work.

2.8 "**Third-Party Data**" means information obtained by Motorola Solutions from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

Section 3. LICENSE, DATA AND SERVICE CONDITIONS

3.1 Delivery of Cyber Services

　　3.1.1　All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work (SOW) as that term is defined in Section 2.7. Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW. Professional Services described in a SOW will be deemed complete upon Motorola Solutions' performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

　　3.1.2　Subscription Services. Delivery of subscription services will occur upon Customer's receipt of credentials required for access to the Services or upon Motorola Solutions otherwise providing access to the Services platform.

　　3.1.3　To the extent Customer purchases equipment from Motorola Solutions ("Supplied Equipment"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or receipt by Customer at Customer's address. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola Solutions to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola Solutions may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola Solutions has developed or licensed from third parties (collectively, "Motorola Solutions Materials"). The Services, Motorola Solutions Data, Third-Party Data, and related

documentation, are considered Motorola Solutions Materials. Notwithstanding the use of such materials in Services or deliverables, the Motorola Solutions Materials are the property of Motorola Solutions or its licensors, and Motorola Solutions or its licensors retain all right, title and interest in and to the Motorola Solutions Materials. Motorola Solutions grants Customer and Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Services and associated deliverables solely for Customer's internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola Solutions (collectively, "Non-Motorola Solutions Content") with or through the Services, or will use equipment or software not provided by Motorola Solutions, which may be required for use of the Services ("Customer-Provided Equipment"), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola Solutions to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola Solutions acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola Solutions is the processor, and Motorola Solutions may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

3.5 Processing Customer Data.

    3.5.1   Motorola Solutions Use of Customer Data. To the extent permitted by law and in compliance with the Data Protection Laws, Customer grants Motorola Solutions and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola Solutions) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Solutions products and services, and (c) create new products and services. Customer agrees that this Addendum, along with any related documentation, are Customer's complete and final documented instructions to Motorola Solutions for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola Solutions that Customer's instructions, including appointment of Motorola Solutions as a processor or sub-processor, have been authorized by the relevant controller.

    3.5.2   Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola Solutions' Services), and Motorola Solutions' use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including

Motorola Solutions' and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

3.5.3   Sub-processors and Third-Party Providers. Motorola Solutions may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola Solutions, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4   Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola Solutions may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6   Service Use Data. Customer understands and agrees that Motorola Solutions may collect and use Service Use Data for its own purposes, including the uses described below. Motorola Solutions may use Service Use Data to (a) operate, maintain, manage, improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola Solutions' collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola Solutions that it has complied and will continue to comply with this Section.

3.7.   Data Retention and Deletion. Except as expressly provided otherwise, Motorola Solutions will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola Solutions in writing before expiration or termination of this Addendum. Motorola Solutions will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola Solutions through a mutually executed agreement.

3.8.   Third-Party Data and Motorola Solutions Data. Motorola Solutions Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Solutions Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Solutions Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola Solutions or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Solutions Data or Third-Party Data if Motorola Solutions or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola Solutions' agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Solutions Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola Solutions. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola Solutions will have no liability for Third-Party Data or Motorola Solutions Data available through the Services. Motorola Solutions and its Third-Party Data providers reserve all rights in and to Motorola Solutions Data and Third-Party Data.

3.9   Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola Solutions or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola Solutions in writing (email from an authorized Motorola Solutions signatory accepted), which may include affiliates or other Customer agencies.

3.10   Motorola Solutions as a Controller or Joint Controller. In all instances where Motorola Solutions acts as a controller of data, it will comply with the applicable provisions of the Motorola Solutions Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola Solutions holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Solutions Privacy Statement. In instances where Motorola Solutions is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

3.11   Beta or Proof of Concept Services. If Motorola Solutions makes any beta version of its Services ("Beta Service") available to Customer, or provides Customer a trial period or proof of concept period (or other demonstration) of the Services at reduced or no charge ("Proof of Concept" or "POC" Service), Customer may choose to use such Beta or POC Service at its own discretion, provided, however, that Customer will use the Beta or POC Service solely for purposes of Customer's evaluation of such Beta or POC Service, and for no other purpose. Customer acknowledges and agrees that all Beta or POC Services are offered "as-is" and without any representations or

warranties or other commitments or protections from Motorola Solutions. Motorola Solutions will determine the duration of the evaluation period for any Beta or POC Service, in its sole discretion, and Motorola Solutions may discontinue any Beta or POC Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies. Notwithstanding any other provision of this Agreement, to the extent a future paid Service has been agreed upon subject to and contingent on the Customer's evaluation of a Proof of Concept Service, Customer may cancel such future paid Service as specified in the SOW or, if not specified, within a reasonable time before the paid Service is initiated.

Section 4 WARRANTY

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA SOLUTIONS DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA SOLUTIONS DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA SOLUTIONS. MOTOROLA SOLUTIONS DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2.   Customer acknowledges, understands and agrees that the Services and products or equipment provided by or used by Motorola Solutions to facilitate performance of the Services may impact or disrupt information systems. Motorola Solutions disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

4.3.   Motorola Solutions warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola Solutions within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4.   Pass-Through Warranties. Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola Solutions will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola Solutions; provided, however, that to the extent offered by third-party software,

hardware or services providers and to the extent permitted by law, Motorola Solutions will pass through express warranties provided by such third parties.

Section 5 LIMITATION OF LIABILITY

5.1.   DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA SOLUTIONS, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA SOLUTIONS PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA SOLUTIONS'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA SOLUTIONS HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5.2.   DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA SOLUTIONS PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA SOLUTIONS PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3.   ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA SOLUTIONS WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA SOLUTIONS, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA SOLUTIONS CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA SOLUTIONS; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H)

INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4.   Voluntary Remedies. Motorola Solutions is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola Solutions agrees to provide Services to help resolve such issues, Customer will reimburse Motorola Solutions for its reasonable time and expenses, including by paying Motorola Solutions any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5.   Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola Solutions proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola Solutions makes no representations as to the compliance of Motorola Solutions cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola Solutions SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola Solutions to perform Services that may involve assessment, evaluation or monitoring of Motorola Solutions' or its affiliate's services, systems or products.

5.6.   Wind Down of Services. In addition to any other termination rights, Motorola Solutions may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola Solutions plans to cease offering the applicable Services to customers.

5.7.   Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

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Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

Attachment 4B
BUDGET
FISCAL YEAR 2023-24

Revenues

Operating payments	$ 7,453,000
Service payments	1,512,000
Interest	100,000
Total revenues	**9,065,000**

Expenses

Administration	514,000
Audit fees	26,000
Contingency	100,000
Insurance	102,000
Lease	81,000
Legal	26,000
Licenses and permits	39,000
Membership fees	13,000
Maintenance	3,353,000
Security	33,000
Utilities	293,000
Website hosting	6,000
Total operating expenses	**4,586,000**
Capital	4,878,000
Debt Service	650,000
Total expenses	**10,114,000**
Net Income (Loss)	**$ (1,049,000)**

Assumption:	Operating payments	21,000 radio count at $30 per month per radio
	Service payments	8,400 radio count at $15 per month per radio

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
EXPENDITURE DETAIL
FISCAL YEAR 2023-2024

OPERATING EXPENSES	FY22-23 Final Budget	FY22-23 Projected	FY23-24 Budget	Change FY23 vs FY24
Administration				
Executive director	$ 263,000	$ 237,040	$ 263,000	$ (25,960)
Administrative assistant	40,000	13,116	40,000	(26,884)
Training	-	-	30,000	(30,000)
Planning	134,000	-	161,000	(161,000)
Travel	5,000	300	7,000	(6,700)
Miscellaneous	10,000	164	13,000	(12,836)
Audit fees	20,000	17,820	26,000	(8,180)
Contingency	27,000	-	100,000	(100,000)
Insurance	75,000	72,168	102,000	(29,832)
Lease	73,000	69,050	81,000	(11,950)
Legal	20,000	11,009	26,000	(14,991)
Licenses and permits	30,000	-	39,000	(39,000)
Membership fees	10,000	9,194	13,000	(3,806)
Maintenance				
Service agreement	1,105,000	1,098,063	1,437,000	(338,937)
Software maintenance (SUA II)	985,000	978,249	-	978,249
Network administration	270,000	266,380	351,000	(84,620)
HVAC maintenance	57,000	55,792	75,000	(19,208)
Generator maintenance	53,000	33,779	69,000	(35,221)
ALCO general maintenance	600,000	600,000	660,000	(60,000)
COCO general maintenance	265,000	261,854	345,000	(83,146)
CSI telecommunications	200,000	40,000	260,000	(220,000)
Microwave maintenance	125,000	123,245	136,000	(12,755)
Miscellaneous	15,000	3,600	20,000	(16,400)
Security	25,000	21,900	33,000	(11,100)
Utilities	225,000	189,302	293,000	(103,698)
Website hosting	4,000	3,117	6,000	(2,883)
Total expenses	**4,636,000**	**4,105,142**	**4,586,000**	**(480,858)**
CAPITAL EXPENDITURES				
Walton Lane Simulcast Site	-	-	1,746,000	(1,746,000)
Microwave Network Upgrade	962,000	865,690	-	865,690
Encryption Upgrade	1,621,000	1,395,783	-	1,395,783
TDMA/Microwave Upgrade	1,664,000	1,663,030	1,872,000	(208,970)
DC Power Upgrade	250,000	-	250,000	(250,000)
Dispatch Consoles	25,000	-	25,000	(25,000)
Security System	30,000	29,496	-	29,496
Software maintenance (SUA II)	-	-	985,000	(985,000)
Total expenditures	**4,552,000**	**3,953,999**	**4,878,000**	**(924,001)**
DEBT SERVICE				
Principal	533,000	533,000	554,000	(21,000)
Interest	117,000	117,000	96,000	21,000
Total expenses	**$ 650,000**	**$ 650,000**	**$ 650,000**	**$ -**

1. TDMA Upgrade is the annual payment for the Change Order approved by the Board of Directors

2. DC Power Upgrade is an annual amount to replace the batteries in various locations

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
PROJECTED CASH RESERVE BALANCES
FISCAL YEAR 2023-2024

	FY22-23 Final Budget	FY22-23 Projected	FY23-24 Budget
Operating Reserve			
Beginning Balance	$ 1,904,000	$ 1,904,000	$ 2,052,500
Operating Payments	7,453,000	7,494,000	7,453,000
Initial Payments	-	18,000	-
Interest	100,000	176,000	100,000
Operating Expenses	(4,636,000)	(4,105,000)	(4,586,000)
Transfer to Capital Reserve	(2,502,503)	(3,434,500)	(3,726,500)
Ending Balance	**2,318,497**	**2,052,500**	**1,293,000**
Debt Service Reserve			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,260,000	1,524,000	1,512,000
Debt Service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(610,000)	(874,000)	(862,000)
Ending Balance	**1,000,000**	**1,000,000**	**1,000,000**
Capital Reserve			
Beginning Balance	12,693,000	12,693,000	13,047,500
Transfer In	3,112,503	4,308,500	4,588,500
Capital	(4,552,000)	(3,954,000)	(4,878,000)
Ending Balance	**11,253,503**	**13,047,500**	**12,758,000**
Total Reserve Balance	**$ 14,572,000**	**$ 16,100,000**	**$ 15,051,000**

1. Operating Reserve Balance is equal to 50% of the next fiscal years Operating Budget

2. Debt Reserve Balance is set to equal $1,000,000 every fiscal year

3. Capital Reserve Balance is the projected remaining cash after the Operating and Debt Reserve requirments have been met

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

10 YEAR CASH FLOW PROJECTION

	FY 2022-23 Projected	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast
Operating Reserve										
Balance - beginning	1,904,000	2,052,500	1,293,000	2,184,980	2,278,880	2,359,195	2,451,563	2,556,126	2,647,531	2,751,432
Receipts from members	7,688,000	7,553,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000
Payments to suppliers	(4,105,000)	(4,586,000)	(4,369,960)	(4,557,760)	(4,718,390)	(4,903,126)	(5,112,252)	(5,295,062)	(5,502,863)	(5,736,661)
Transfer to Capital Reserve	(3,434,500)	(3,726,500)	(2,398,060)	(3,008,340)	(2,861,295)	(2,664,506)	(2,443,185)	(2,273,533)	(2,053,237)	(1,806,440)
Balance - ending	**2,052,500**	**1,293,000**	**2,184,980**	**2,278,880**	**2,359,195**	**2,451,563**	**2,556,126**	**2,647,531**	**2,751,432**	**2,868,331**
Debt Service Reserve										
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-
Service payment	1,524,000	1,512,000	1,512,000	1,512,000	1,512,000		-	-	-	-
Principal	(533,000)	(554,000)	(576,000)	(600,000)	(623,000)	-	-	-	-	-
Bond interest	(117,000)	(96,000)	(74,000)	(50,000)	(27,000)	-	-	-	-	-
Transfer to Capital Reserve	(874,000)	(862,000)	(862,000)	(862,000)	(862,000)	(1,000,000)	-	-	-	-
Balance - ending	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**-**	**-**	**-**	**-**	**-**
Capital Reserve										
Balance - beginning	12,693,000	13,047,500	12,758,000	12,871,660	13,554,624	14,047,928	14,438,123	13,560,905	14,338,099	14,845,143
Transfer In	4,308,500	4,588,500	3,260,060	3,870,340	3,723,295	3,664,506	2,443,185	2,273,533	2,053,237	1,806,440
Capital	(3,954,000)	(4,878,000)	(3,146,400)	(3,187,376)	(3,229,991)	(3,274,311)	(3,320,403)	(1,496,339)	(1,546,193)	(1,598,041)
Balance - ending	**13,047,500**	**12,758,000**	**12,871,660**	**13,554,624**	**14,047,928**	**14,438,123**	**13,560,905**	**14,338,099**	**14,845,143**	**15,053,542**
TOTAL RESERVE BALANCE	**16,100,000**	**15,051,000**	**16,056,640**	**16,833,504**	**17,407,123**	**16,889,686**	**16,117,031**	**16,985,630**	**17,596,574**	**17,921,872**

SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS

	FY 2022-23 Projected	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast
Administration	(251,000)	(514,000)	(534,560)	(555,942)	(578,180)	(601,307)	(625,359)	(650,373)	(676,388)	(703,444)
Audit fees	(18,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(72,000)	(102,000)	(106,080)	(110,323)	(114,736)	(119,325)	(124,098)	(129,062)	(134,224)	(139,593)
Legal	(11,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)
Lease	(69,000)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)
Licenses and permits	-	(39,000)	(40,560)	(42,182)	(43,869)	(45,624)	(47,449)	(49,347)	(51,321)	(53,374)
Membership fees	(9,000)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)
Maintenance										
Customer svc. agmt.	(1,098,000)	(1,437,000)	(1,099,000)	(1,142,960)	(1,188,678)	(1,236,225)	(1,285,674)	(1,337,101)	(1,390,585)	(1,446,208)
SUA II	(978,000)	-	-	-	-	-	-	-	-	-
System management	(266,000)	(351,000)	(365,040)	(379,642)	(394,828)	(410,621)	(427,046)	(444,128)	(461,893)	(480,369)
HVAC	(56,000)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)
Generators	(34,000)	(69,000)	(71,760)	(91,630)	(77,615)	(80,720)	(100,949)	(87,307)	(90,799)	(112,111)
ALCO maintenance	(600,000)	(660,000)	(686,400)	(713,856)	(742,410)	(772,106)	(802,990)	(835,110)	(868,514)	(903,255)
COCO maintenance	(262,000)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)
CSI	(40,000)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)
Microwave maintenance	(123,000)	(136,000)	(141,440)	(147,098)	(152,982)	(159,101)	(165,465)	(172,084)	(178,967)	(186,126)
Miscellaneous	(4,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Security	(22,000)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)
Utilities	(189,000)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)
Web site hosting	(3,000)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)
Payments to suppliers	**(4,105,000)**	**(4,586,000)**	**(4,369,960)**	**(4,557,760)**	**(4,718,390)**	**(4,903,126)**	**(5,112,252)**	**(5,295,062)**	**(5,502,863)**	**(5,736,661)**

ALAMEDA COUNTY

East Bay Regional Communications System Authority

CONTRA COSTA COUNTY

Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

Attachment 4C
BUDGET
FISCAL YEAR 2023-24

Revenues

Operating payments	$ 7,453,000
Service payments	1,512,000
Interest	100,000
Total revenues	**9,065,000**

Expenses

Administration	514,000
Audit fees	26,000
Contingency	100,000
Insurance	102,000
Lease	81,000
Legal	26,000
Licenses and permits	39,000
Membership fees	13,000
Maintenance	3,686,000
Security	33,000
Utilities	293,000
Website hosting	6,000
Total operating expenses	**4,919,000**
Capital	5,682,000
Debt Service	650,000
Total expenses	**11,251,000**
Net Income (Loss)	**$ (2,186,000)**

Assumption:	Operating payments	21,000 radio count at $30 per month per radio
	Service payments	8,400 radio count at $15 per month per radio

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
EXPENDITURE DETAIL
FISCAL YEAR 2023-2024

OPERATING EXPENSES	FY23-24 Approved	FY23-24 Amendment #1	FY23-24 Amended
Administration			
Executive director	$ 263,000		$ 263,000
Administrative assistant	40,000		40,000
Training	30,000		30,000
Planning	161,000		161,000
Travel	7,000		7,000
Miscellaneous	13,000		13,000
Audit fees	26,000		26,000
Contingency	100,000		100,000
Insurance	102,000		102,000
Lease	81,000		81,000
Legal	26,000		26,000
Licenses and permits	39,000		39,000
Membership fees	13,000		13,000
Maintenance			
Astro maintenance	-	1,479,000	1,479,000
MDR	-	291,000	291,000
Service agreement	1,437,000	(1,437,000)	-
Network administration	351,000		351,000
HVAC maintenance	75,000		75,000
Generator maintenance	69,000		69,000
ALCO general maintenance	660,000		660,000
COCO general maintenance	345,000		345,000
CSI telecommunications	260,000		260,000
Microwave maintenance	136,000		136,000
Miscellaneous	20,000		20,000
Security	33,000		33,000
Utilities	293,000		293,000
Website hosting	6,000		6,000
Total expenses	**4,586,000**	**333,000**	**4,919,000**
CAPITAL EXPENDITURES			
Astro SUA	-	1,369,000	1,369,000
MPLS	-	97,000	97,000
NICE SUA	-	323,000	323,000
Walton Lane Simulcast Site	1,746,000		1,746,000
TDMA/Microwave Upgrade	1,872,000		1,872,000
DC Power Upgrade	250,000		250,000
Dispatch Consoles	25,000		25,000
Software maintenance (SUA II)	985,000	(985,000)	-
Total expenditures	**4,878,000**	**804,000**	**5,682,000**
DEBT SERVICE			
Principal	554,000		554,000
Interest	96,000		96,000
Total expenses	**$ 650,000**	**$ -**	**$ 650,000**

1. TDMA Upgrade is the annual payment for the Change Order approved by the Board of Directors

2. DC Power Upgrade is an annual amount to replace the batteries in various locations

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
PROJECTED CASH RESERVE BALANCES
FISCAL YEAR 2023-2024

	FY22-23 Final Budget	FY22-23 Actual	FY23-24 Budget
Operating Reserve			
Beginning Balance	$ 1,904,000	$ 1,904,000	$ 1,946,163
Operating Payments	7,453,000	5,804,298	7,453,000
Initial Payments	-	18,000	-
Interest	100,000	198,683	100,000
Operating Expenses	(4,636,000)	(3,892,326)	(4,919,000)
Transfer to Capital Reserve	(2,502,503)	(2,086,492)	(3,120,663)
Ending Balance	**2,318,497**	**1,946,163**	**1,459,500**
Debt Service Reserve			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,260,000	1,561,410	1,512,000
Debt Service	(650,000)	(648,802)	(650,000)
Transfer to Capital Reserve	(610,000)	(912,608)	(862,000)
Ending Balance	**1,000,000**	**1,000,000**	**1,000,000**
Capital Reserve			
Beginning Balance	12,693,000	12,693,000	13,281,904
Transfer In	3,112,503	2,999,100	3,982,663
Capital	(4,552,000)	(2,410,196)	(5,682,000)
Ending Balance	**11,253,503**	**13,281,904**	**11,582,567**
Total Reserve Balance	**$ 14,572,000**	**$ 16,228,067**	**$ 14,042,067**

1. Operating Reserve Balance is equal to 50% of the next fiscal years Operating Budget. Per the recommendation of the Finance Committee, the Authority has transferred $1 million of operating reserves to the capital reserve.
2. Debt Reserve Balance is set to equal $1,000,000 every fiscal year
3. Capital Reserve Balance is the projected remaining cash after the Operating and Debt Reserve requirments have been met

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION

	FY 2022-23 Actual	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Reserve											
Balance - beginning	1,904,000	1,946,163	1,459,500	2,555,294	2,664,006	2,759,753	2,868,146	2,989,375	3,098,110	3,220,034	3,355,677
Receipts from members	6,020,981	7,553,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000	7,660,000
Payments to suppliers	(3,892,326)	(4,919,000)	(5,110,587)	(5,328,011)	(5,519,506)	(5,736,292)	(5,978,750)	(6,196,220)	(6,440,067)	(6,711,354)	(6,992,809)
Transfer to Capital Reserve	(2,086,492)	(3,120,663)	(1,453,620)	(2,223,277)	(2,044,747)	(1,815,315)	(1,560,021)	(1,355,045)	(1,098,009)	(813,003)	(526,464)
Balance - ending	**1,946,163**	**1,459,500**	**2,555,294**	**2,664,006**	**2,759,753**	**2,868,146**	**2,989,375**	**3,098,110**	**3,220,034**	**3,355,677**	**3,496,404**
Debt Service Reserve											
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,561,410	1,512,000	1,512,000	1,512,000	1,512,000		-	-	-	-	-
Principal	(532,000)	(554,000)	(576,000)	(600,000)	(623,000)	-	-	-	-	-	-
Bond interest	(116,802)	(96,000)	(74,000)	(50,000)	(27,000)	-	-	-	-	-	-
Transfer to Capital Reserve	(912,608)	(862,000)	(862,000)	(862,000)	(862,000)	(1,000,000)	-	-	-	-	-
Balance - ending	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**-**	**-**	**-**	**-**	**-**	**-**
Capital Reserve											
Balance - beginning	12,693,000	13,281,904	11,582,567	9,988,187	9,105,464	7,983,210	6,705,525	4,092,546	3,064,591	1,694,600	(49,397)
Transfer In	2,999,100	3,982,663	2,315,620	3,085,277	2,906,747	2,815,315	1,560,021	1,355,045	1,098,009	813,003	526,464
Capital	(2,410,196)	(5,682,000)	(3,910,000)	(3,968,000)	(4,029,000)	(4,093,000)	(4,173,000)	(2,383,000)	(2,468,000)	(2,557,000)	(2,649,000)
Balance - ending	**13,281,904**	**11,582,567**	**9,988,187**	**9,105,464**	**7,983,210**	**6,705,525**	**4,092,546**	**3,064,591**	**1,694,600**	**(49,397)**	**(2,171,933)**
TOTAL RESERVE BALANCE	16,228,067	14,042,067	13,543,480	12,769,469	11,742,963	9,573,671	7,081,921	6,162,701	4,914,634	3,306,280	1,324,471

SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS

	FY 2022-23 Actual	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Administration	(273,845)	(514,000)	(534,560)	(555,942)	(578,180)	(601,307)	(625,359)	(650,373)	(676,388)	(703,444)	(731,582)
Audit fees	(17,820)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(72,168)	(102,000)	(106,080)	(110,323)	(114,736)	(119,325)	(124,098)	(129,062)	(134,224)	(139,593)	(145,177)
Legal	(14,694)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Lease	(69,050)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)	(115,289)
Licenses and permits	-	(39,000)	(40,560)	(42,182)	(43,869)	(45,624)	(47,449)	(49,347)	(51,321)	(53,374)	(55,509)
Membership fees	(9,194)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)	(18,503)
Maintenance											
Astro maintenance	-	(1,479,000)	(1,537,867)	(1,599,381)	(1,663,410)	(1,729,952)	(1,799,156)	(1,871,122)	(1,945,967)	(2,023,806)	(2,104,758)
MDR	-	(291,000)	(301,760)	(313,830)	(326,384)	(339,439)	(353,016)	(367,137)	(381,822)	(397,095)	(412,979)
Customer svc. agmt.	(1,098,062)	-	-	-	-	-	-	-	-	-	-
SUA II	(978,249)	-	-	-	-	-	-	-	-	-	-
System management	(266,380)	(351,000)	(365,040)	(379,642)	(394,828)	(410,621)	(427,046)	(444,128)	(461,893)	(480,369)	(499,584)
HVAC	(35,192)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)	(106,750)
Generators	(18,078)	(69,000)	(71,760)	(91,630)	(77,615)	(80,720)	(100,949)	(87,307)	(90,799)	(112,111)	(133,595)
ALCO maintenance	(600,000)	(660,000)	(686,400)	(713,856)	(742,410)	(772,106)	(802,990)	(835,110)	(868,514)	(903,255)	(939,385)
COCO maintenance	(176,425)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)	(491,042)
CSI	(19,913)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)	(370,062)
Microwave maintenance	(33,245)	(136,000)	(141,440)	(147,098)	(152,982)	(159,101)	(165,465)	(172,084)	(178,967)	(186,126)	(193,571)
Miscellaneous	(4,086)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)	(28,466)
Security	(21,144)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)	(46,970)
Utilities	(181,381)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)	(417,031)
Web site hosting	(3,400)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)	(8,542)
Payments to suppliers	**(3,892,326)**	**(4,919,000)**	**(5,110,587)**	**(5,328,011)**	**(5,519,506)**	**(5,736,292)**	**(5,978,750)**	**(6,196,220)**	**(6,440,067)**	**(6,711,354)**	**(6,992,809)**

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

10 YEAR CASH FLOW PROJECTION

Scenario #1 - increased microwave expense with an ending capital reserve between $12M-$15M

Operating Payment Rate	FY 2022-23 Actual	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Reserve											
Balance - beginning	1,904,000	1,946,163	1,459,500	2,586,574	2,692,457	2,785,262	2,890,596	3,008,643	3,114,068	3,236,630	3,372,937
Receipts from members	6,020,981	7,553,000	8,164,000	8,668,000	9,172,000	9,172,000	9,676,000	9,676,000	10,180,000	10,180,000	10,684,000
Payments to suppliers	(3,892,326)	(4,919,000)	(5,173,147)	(5,384,913)	(5,570,524)	(5,781,191)	(6,017,285)	(6,228,136)	(6,473,260)	(6,745,874)	(7,028,710)
Transfer to Capital Reserve	(2,086,492)	(3,120,663)	(1,863,780)	(3,177,204)	(3,508,671)	(3,285,476)	(3,540,668)	(3,342,439)	(3,584,178)	(3,297,819)	(3,513,872)
Balance - ending	1,946,163	1,459,500	2,586,574	2,692,457	2,785,262	2,890,596	3,008,643	3,114,068	3,236,630	3,372,937	3,514,355
Debt Service Reserve											
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,561,410	1,512,000	1,512,000	1,512,000	1,512,000						
Principal	(532,000)	(554,000)	(576,000)	(600,000)	(623,000)						
Bond interest	(116,802)	(96,000)	(74,000)	(50,000)	(27,000)						
Transfer to Capital Reserve	(912,608)	(862,000)	(862,000)	(862,000)	(862,000)	(1,000,000)					
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-					
Capital Reserve											
Balance - beginning	12,693,000	13,281,904	11,582,567	10,398,347	10,469,551	10,811,221	11,003,697	10,371,365	11,330,803	12,446,981	13,187,800
Transfer In	2,999,100	3,982,663	2,725,780	4,039,204	4,370,671	4,285,476	3,540,668	3,342,439	3,584,178	3,297,819	3,513,872
Capital	(2,410,196)	(5,682,000)	(3,910,000)	(3,968,000)	(4,029,000)	(4,093,000)	(4,173,000)	(2,383,000)	(2,468,000)	(2,557,000)	(2,649,000)
Balance - ending	13,281,904	11,582,567	10,398,347	10,469,551	10,811,221	11,003,697	10,371,365	11,330,803	12,446,981	13,187,800	14,052,672
TOTAL RESERVE BALANCE	16,228,067	14,042,067	13,984,920	14,162,007	14,596,483	13,894,292	13,380,007	14,444,871	15,683,611	16,560,737	17,567,027

SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS

	FY 2022-23 Actual	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Administration	(273,845)	(514,000)	(534,560)	(555,942)	(578,180)	(601,307)	(625,359)	(650,373)	(676,388)	(703,444)	(731,582)
Audit fees	(17,820)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Contingency		(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(72,168)	(102,000)	(106,080)	(110,323)	(114,736)	(119,325)	(124,098)	(129,062)	(134,224)	(139,593)	(145,177)
Legal	(14,694)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Lease	(69,050)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)	(115,289)
Licenses and permits		(39,000)	(40,560)	(42,182)	(43,869)	(45,624)	(47,449)	(49,347)	(51,321)	(53,374)	(55,509)
Membership fees	(9,194)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)	(18,503)
Maintenance											
Astro maintenance		(1,479,000)	(1,537,867)	(1,599,381)	(1,663,410)	(1,729,952)	(1,799,156)	(1,871,122)	(1,945,967)	(2,023,806)	(2,104,758)
MDR		(291,000)	(301,760)	(313,830)	(326,384)	(339,439)	(353,016)	(367,137)	(381,822)	(397,095)	(412,979)
Customer svc. agmt	(1,098,062)										
SUA II	(978,249)										
System management	(266,380)	(351,000)	(365,040)	(379,642)	(394,828)	(410,621)	(427,046)	(444,128)	(461,893)	(480,369)	(499,584)
HVAC	(35,192)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)	(106,750)
Generators	(18,078)	(69,000)	(71,760)	(74,630)	(77,615)	(80,720)	(83,949)	(87,307)	(90,799)	(94,431)	(133,595)
ALCO maintenance	(600,000)	(660,000)	(686,400)	(713,856)	(742,410)	(772,106)	(802,990)	(835,110)	(868,514)	(903,255)	(939,385)
COCO maintenance	(176,425)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)	(491,042)
CSI telecommunications	(19,913)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)	(370,062)
Microwave maintenance	(33,245)	(136,000)	(204,000)	(204,000)	(204,000)	(204,000)	(204,000)	(204,000)	(212,160)	(220,646)	(229,472)
Miscellaneous	(4,086)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)	(28,466)
Security	(21,144)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)	(46,970)
Utilities	(181,381)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)	(417,031)
Web site hosting	(3,400)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)	(8,542)
Payments to suppliers	(3,892,326)	(4,919,000)	(5,173,147)	(5,384,913)	(5,570,524)	(5,781,191)	(6,017,285)	(6,228,136)	(6,473,260)	(6,745,874)	(7,028,710)

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

10 YEAR CASH FLOW PROJECTION

Scenario #2A - increased microwave expense with CPI applied to operating payment

	FY 2022-23 Actual	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Payment Rate	30	30	32	34	34	34	34	34	34	34	34
Operating Reserve											
Balance - beginning	1,904,000	1,946,163	1,459,500	2,586,574	2,692,457	2,785,262	2,890,596	3,008,643	3,114,068	3,236,630	3,372,937
Receipts from members	6,020,981	7,553,000	8,164,000	8,668,000	8,668,000	8,668,000	8,668,000	8,668,000	8,668,000	8,668,000	8,668,000
Payments to suppliers	(3,892,326)	(4,919,000)	(5,173,147)	(5,384,913)	(5,570,524)	(5,781,191)	(6,017,285)	(6,228,136)	(6,473,260)	(6,745,874)	(7,028,710)
Transfer to Capital Reserve	(2,086,492)	(3,120,663)	(1,863,780)	(3,177,204)	(3,004,671)	(2,781,476)	(2,532,668)	(2,334,439)	(2,072,178)	(1,785,819)	(1,497,872)
Balance - ending	1,946,163	1,459,500	2,586,574	2,692,457	2,785,262	2,890,596	3,008,643	3,114,068	3,236,630	3,372,937	3,514,355
Debt Service Reserve											
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,561,410	1,512,000	1,512,000	1,512,000	1,512,000						
Principal	(532,000)	(554,000)	(576,000)	(600,000)	(623,000)						
Bond interest	(116,802)	(96,000)	(74,000)	(50,000)	(27,000)						
Transfer to Capital Reserve	(912,608)	(862,000)	(862,000)	(862,000)	(862,000)	(1,000,000)					
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-
Capital Reserve											
Balance - beginning	12,693,000	13,281,904	11,582,567	10,398,347	10,469,551	10,307,221	9,995,697	8,355,365	8,306,803	7,910,981	7,139,800
Transfer In	2,999,100	3,982,663	2,725,780	4,039,204	3,866,671	3,781,476	2,532,668	2,334,439	2,072,178	1,785,819	1,497,872
Capital	(2,410,196)	(5,682,000)	(3,910,000)	(3,968,000)	(4,029,000)	(4,093,000)	(4,173,000)	(2,383,000)	(2,468,000)	(2,557,000)	(2,649,000)
Balance - ending	13,281,904	11,582,567	10,398,347	10,469,551	10,307,221	9,995,697	8,355,365	8,306,803	7,910,981	7,139,800	5,988,672
TOTAL RESERVE BALANCE	16,228,067	14,042,067	13,984,920	14,162,007	14,092,483	12,886,292	11,364,007	11,420,871	11,147,611	10,512,737	9,503,027
SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS											
Administration	(273,845)	(514,000)	(534,560)	(555,942)	(578,180)	(601,307)	(625,359)	(650,373)	(676,388)	(703,444)	(731,582)
Audit fees	(17,820)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Contingency		(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(72,168)	(102,000)	(106,080)	(110,323)	(114,736)	(119,325)	(124,098)	(129,062)	(134,224)	(139,593)	(145,177)
Legal	(14,694)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Lease	(69,050)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)	(115,289)
Licenses and permits		(39,000)	(40,560)	(42,182)	(43,869)	(45,624)	(47,449)	(49,347)	(51,321)	(53,374)	(55,509)
Membership fees	(9,194)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)	(18,503)
Maintenance											
Astro maintenance		(1,479,000)	(1,537,867)	(1,599,381)	(1,663,410)	(1,729,952)	(1,799,156)	(1,871,122)	(1,945,967)	(2,023,806)	(2,104,758)
MDR		(291,000)	(301,760)	(313,830)	(326,384)	(339,439)	(353,016)	(367,137)	(381,822)	(397,095)	(412,979)
Customer svc. agmt.	(1,098,062)										
SUA II	(978,249)										
System management	(266,380)	(351,000)	(365,040)	(379,642)	(394,828)	(410,621)	(427,046)	(444,128)	(461,893)	(480,369)	(499,584)
HVAC	(35,192)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)	(106,750)
Generators	(18,078)	(69,000)	(71,760)	(91,630)	(77,615)	(80,720)	(100,949)	(87,307)	(90,799)	(112,111)	(133,595)
ALCO maintenance	(600,000)	(660,000)	(685,400)	(713,856)	(742,410)	(772,106)	(802,990)	(835,110)	(868,514)	(903,255)	(939,385)
COCO maintenance	(176,425)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)	(491,042)
CSI telecommunications	(19,913)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)	(370,062)
Microwave maintenance	(33,245)	(136,000)	(204,000)	(204,000)	(204,000)	(204,000)	(204,000)	(204,000)	(212,160)	(220,646)	(229,472)
Miscellaneous	(4,086)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)	(28,466)
Security	(21,144)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)	(46,970)
Utilities	(181,381)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)	(417,031)
Web site hosting	(3,400)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)	(8,542)
Payments to suppliers	(3,892,326)	(4,919,000)	(5,173,147)	(5,384,913)	(5,570,524)	(5,781,191)	(6,017,285)	(6,228,136)	(6,473,260)	(6,745,874)	(7,028,710)

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

10 YEAR CASH FLOW PROJECTION

Scenario #2B - increased microwave expense and apply CPI & 3% increase to operating payment

	FY 2022-23 Actual	FY 2023-24 Budget	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Payment Rate	30	30	32	34	35	36	37	38	39	40	41
Operating Reserve											
Balance - beginning	1,904,000	1,946,163	1,459,500	2,586,574	2,692,457	2,785,262	2,890,596	3,008,643	3,114,068	3,236,630	3,372,937
Receipts from members	6,020,981	7,553,000	8,164,000	8,668,000	8,920,000	9,172,000	9,424,000	9,676,000	9,928,000	10,180,000	10,432,000
Payments to suppliers	(3,892,326)	(4,919,000)	(5,173,147)	(5,384,913)	(5,570,524)	(5,781,191)	(6,017,285)	(6,228,136)	(6,473,260)	(6,745,874)	(7,028,710)
Transfer to Capital Reserve	(2,086,492)	(3,120,663)	(1,863,780)	(3,177,204)	(3,256,671)	(3,285,476)	(3,288,668)	(3,342,439)	(3,332,178)	(3,297,819)	(3,261,872)
Balance - ending	1,946,163	1,459,500	2,586,574	2,692,457	2,785,262	2,890,596	3,008,643	3,114,068	3,236,630	3,372,937	3,514,355
Debt Service Reserve											
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,561,410	1,512,000	1,512,000	1,512,000	1,512,000						
Principal	(532,000)	(554,000)	(576,000)	(600,000)	(623,000)						
Bond interest	(116,802)	(96,000)	(74,000)	(50,000)	(27,000)						
Transfer to Capital Reserve	(912,608)	(862,000)	(862,000)	(862,000)	(862,000)	(1,000,000)					
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-					
Capital Reserve											
Balance - beginning	12,693,000	13,281,904	11,582,567	10,398,347	10,469,551	10,559,221	10,751,697	9,867,365	10,826,803	11,690,981	12,431,800
Transfer In	2,999,100	3,982,663	2,725,780	4,039,204	4,118,671	4,285,476	3,288,668	3,342,439	3,332,178	3,297,819	3,261,872
Capital	(2,410,196)	(5,682,000)	(3,910,000)	(3,968,000)	(4,029,000)	(4,093,000)	(4,173,000)	(2,383,000)	(2,468,000)	(2,557,000)	(2,649,000)
Balance - ending	13,281,904	11,582,567	10,398,347	10,469,551	10,559,221	10,751,697	9,867,365	10,826,803	11,690,981	12,431,800	13,044,672
TOTAL RESERVE BALANCE	16,228,067	14,042,067	13,984,920	14,162,007	14,344,483	13,642,292	12,876,007	13,940,871	14,927,611	15,804,737	16,559,027
SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS											
Administration	(273,845)	(514,000)	(534,560)	(555,942)	(578,180)	(601,307)	(625,359)	(650,373)	(676,388)	(703,444)	(731,582)
Audit fees	(17,820)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(72,168)	(102,000)	(106,080)	(110,323)	(114,736)	(119,325)	(124,098)	(129,062)	(134,224)	(139,593)	(145,177)
Legal	(14,694)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Lease	(69,050)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)	(115,289)
Licenses and permits	-	(39,000)	(40,560)	(42,182)	(43,869)	(45,624)	(47,449)	(49,347)	(51,321)	(53,374)	(55,509)
Membership fees	(9,194)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)	(18,503)
Maintenance											
Astro maintenance	-	(1,479,000)	(1,537,867)	(1,599,381)	(1,663,410)	(1,729,952)	(1,799,156)	(1,871,122)	(1,945,967)	(2,023,806)	(2,104,758)
MDR	-	(291,000)	(301,760)	(313,830)	(326,384)	(339,439)	(353,016)	(367,137)	(381,822)	(397,095)	(412,979)
Customer svc. agmt	(1,098,062)	-	-	-	-	-	-	-	-	-	-
SUA II	(978,249)										
System management	(266,380)	(351,000)	(365,040)	(379,642)	(394,828)	(410,621)	(427,046)	(444,128)	(461,893)	(480,369)	(499,584)
HVAC	(35,192)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)	(106,750)
Generators	(18,078)	(69,000)	(71,760)	(74,630)	(77,615)	(80,720)	(83,949)	(87,307)	(90,799)	(94,431)	(98,208)
ALCO maintenance	(600,000)	(660,000)	(686,400)	(713,856)	(742,410)	(772,106)	(802,990)	(835,110)	(868,514)	(903,255)	(939,385)
COCO maintenance	(176,425)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)	(491,042)
CSI telecommunications	(19,913)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)	(370,062)
Microwave maintenance	(33,245)	(136,000)	(204,000)	(204,000)	(204,000)	(204,000)	(204,000)	(204,000)	(212,160)	(220,646)	(229,472)
Miscellaneous	(4,086)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)	(28,466)
Security	(21,144)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)	(46,970)
Utilities	(181,381)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)	(417,031)
Web site hosting	(3,400)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)	(8,542)
Payments to suppliers	(3,892,326)	(4,919,000)	(5,173,147)	(5,384,913)	(5,570,524)	(5,781,191)	(6,017,285)	(6,228,136)	(6,473,260)	(6,745,874)	(7,028,710)

Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

HIGHLIGHTS:

REVENUES - $9.07M

- Slight increase in revenues compared with FY22-23 budget
    - While no changes in membership or rates, radio counts for service payments increased leading to higher actual revenues than budgeted in FY22-23
- $252,000 increase in Service Payments from members
    - Adjusted to actual earned FY22-23

EXPENSES - $10.11M

- $50,000 decrease in Operating Expenses
    - $62,000 increase in Administration due to increased budgets for planning, travel and miscellaneous, and the addition of a training budget
    - $27,000 increase in Insurance due to increased rates
    - $322,000 decrease in Maintenance due to reclassification of software maintenance from operating to capital
    - $68,000 increase in Utilities due to increased rates
- $4.88M in Capital expenditures
    - $1.87M for the TDMA and Microwave upgrades
    - $1.75M for Walton Lane simulcast site
    - $985,000 for software maintenance
    - $250,000 for the DC power upgrades
    - $25,000 for control stations
- $650,000 in Debt Service

NET LOSS - $1,049,000

- $289,500 net decrease to Capital Reserves

PROJECTED RESERVES

- Operating - $1.29M
- Per the recommendation of the Finance Committee, the Authority has transferred $1 million of operating reserves to the capital reserve
- Debt - $1.00M
- Capital - $12.76M
- Total - $15.05M