



Agenda
Benton County Emergency Services Executive Board
Thursday, February 27, 2025 ~ 7:30 AM
Richland City Hall ~ Council Chambers
625 Swift Boulevard

Benton County Emergency Services (BCES) Executive Board Meeting

Call to Order

Attendance

Approval of Agenda (Approved by Motion) All voting members.

Public Comments: Public comments will be limited to 2 minutes per speaker.

Consent Calendar: Items on the Consent Calendar have been distributed to Benton County Emergency Services Executive Board members in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Board with no discussion. Board members may transfer individual Items of Business for deliberation before voting. All voting members.

1. Approval of the DRAFT January 23, 2025 Benton County Emergency Services Regular Meeting Minutes
 - Jon Amundson, City Manager

Director's Report:

2. Manager's Report
 - Jay Atwood, BCES Executive Director

Items of Business:

Benton County Emergency Services (BCES) (Approved by Motion): Voting Members: Cities of Kennewick, Pasco and Richland; Benton and Franklin County - 2 votes each. Benton County Fire District; Cities of Benton City, Prosser and West Richland - 1 vote each.

3. Election of Benton County Emergency Services Executive Board Chair and Vice-Chair for 2025
 - Jon Amundson, City Manager

Benton County Emergency Management (BCEM) (Approved by Motion): Voting Members: Cities of Kennewick and Richland; Benton County - 2 votes each. Cities of West Richland, Prosser and Benton City - 1 vote each.

Southeast Communications Center (SECOMM) (Approved by Motion): Voting Members: Cities of Kennewick, Pasco and Richland; Benton and Franklin County - 2 votes each. Cities of Prosser and West Richland; Benton County Fire Districts - 1 vote each.

4. Lumen Next Generation Phone System Firewalls - Approval
 - Jay Atwood, BCES Executive Director

800MHz System (Approved by Motion): Voting Members: Cities of Kennewick, Pasco and Richland; Benton and Franklin County - 2 votes each.

5. Prosser Butte Damaged Radio Equipment Replacement - Approval
 - Jay Atwood, BCES Executive Director

Benton County Microwave System (Approved by Motion): Voting Members: Cities of Kennewick, Pasco, and Richland; and Benton and Franklin Counties - 2 votes each.

Strategic Advisory Team (SAT):

BCES/BiPIN Consolidation:

Discussion Items:

Adjournment

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 2/27/2025

Agenda Category: Consent Calendar:

Prepared By: Jon Amundson, City Manager

Subject:

Approval of the DRAFT January 23, 2025 Benton County Emergency Services Regular Meeting Minutes

Recommended Motion:

Summary:

DRAFT minutes from the January 23, 2025 Benton County Emergency Services Executive Board Regular Meeting are presented for the Board's consideration and approval.

Fiscal Impact:

Attachments:

- I. 022725 January 23, 2025 DRAFT BCES Meeting Minutes



MINUTES – January 23, 2025 - 7:30 AM
BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD
REGULAR MEETING
Richland City Council Chambers ~ 625 Swift Blvd
Richland, WA 99352

Call to Order

The meeting was called to order at 7:31 a.m. by Richland Assistant City Manager Drew Florence.

Attendance

Members

Michael Alvarez
Stephen Bauman

Lisa Beaton

Kevin Crowley

Drew Florence (*In for Jon Amundson*)

Rachel Shaw (*Arrived after Roll Call*)

Brent Gerry

Paul Carlyle (*Remote*)

Benton County (2 Votes)

Franklin County (2 Votes)

City of Kennewick (2 Votes)

City of Pasco (2 Votes)

City of Richland (2 Votes)

City of Prosser (1 Vote)

City of West Richland (1 Vote)

Benton County Fire Districts (1 Vote)

Absent

Erin Erdman

Jon Amundson

Bill Reed

City of Kennewick (2 Votes)

City of Richland (2 Votes)

City of Benton City (1 Vote)

Also Present: BCES Executive Director Jay Atwood; SECOMM Manager Kim Lettrick; BCES IS Administrator Doug deGraaf; Emergency Management Manager Deanna Davis; Accounting Specialist Jordan George; Administrative Assistant/Board Secretary Carole Cimrhakl

Other Attendees: Benton County Deputy Administrator Matt Rasmussen; Benton County Sheriff Commander Mat Clarke; Franklin County IS Director Beau Beckley; Franklin County Assistant IS Director Michael Namchek; Kennewick IT Director Cody Lewis; Kennewick Assistant IT Manager Tracy Troutman; BiPIN Business Analyst Kandy Gonsalves; BiPIN Software Analyst II Travis Amundson; Kennewick Finance Director Jessica Platt; Richland Fire Chief Tom Huntington; West Richland Police Chief Thomas Grego

Approval of Agenda

BRENT GERRY MOVED AND STEPHEN BAUMAN SECONDED THE MOTION TO APPROVE THE AGENDA AS PRESENTED. ALL WERE IN FAVOR. MOTION CARRIED 13-0.

Public Comments

There were no public comments.

Approval of the Consent Calendar

1. Approval of the DRAFT January 23, 2025, Benton County Emergency Services Executive Board regular meeting minutes – Drew Florence

LISA BEATON MOVED AND BRENT GERRY SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED. ALL WERE IN FAVOR. MOTION CARRIED 13-0.

Director's Report

2. Manager's Report – Jay Atwood

Staffing

SECOMM staffing will be down 14.5 positions after several resignations. Six (6) candidates are currently certified on the eligibility list with one of those at final assessment and another at suitability/integrity assessment. The other four (4) are in pre-hire screenings. One (1) new hire started a week ago and another will be hired mid to late February. A training academy is anticipated to take place in March.

A strong need for one (1) supervisor per shift has been identified. With significant salary savings from existing open positions, two (2) additional supervisors will be added. This is expected to take place in the fall, allowing Human Resources to assist with the process. Two lead positions will also need to be filled.

Microwave Project Update

Equipment is arriving and is being staged at the City of Richland's warehouse. The project is on track with work scheduled to begin in Benton County in March. Once completed, crews will then begin work in Franklin County.

Task Force Update

The fourth meeting was held on January 15, 2025. The primary discussion focused on updating the current fee structure relative to the SECOMM budget, to a model that uses cost per event. Finance heads from each of the Big 5 agencies will be invited to participate in the next Task Force meeting for further discussion. Dr. De Hicks and Donnie Quitugua from Stuart Consulting Group Inc. (SCGI) will attend a future meeting to provide a brief to the board.

Items of Business

Benton County Emergency Services (BCES)

None

Benton County Emergency Management (BCEM)

None

Southeast Communications Center (SECOMM)

None

800MHz System

None

Benton County Microwave System

None

Strategic Advisory Team (SAT)

BCES/BiPIN Consolidation

Discussion Items

3. Radio System Update

BCES Executive Director Atwood provided a brief on the status of the Radio System Upgrade.

Aside from getting equipment on the mountains, solutions are needed for how to get the mobiles and portables out to users along with how installations will be made in various apparatus. Conversations with Day Wireless as a potential subcontractor have resulted in their commitment to dedicating a full team from outside the area to help with the project. Discussions include conducting a census of apparatus to create a thorough inventory of exactly what is needed for each vehicle's equipment installation. This will ensure everything is on hand and potential delays are avoided. Day Wireless could also go to each agency rather than taking vehicles out of service for extended periods. Further discussion is needed to determine costs and funding options.

With the potential to order equipment this year, it is important to develop a central distribution model that can be used to issue and keep track of an inventory of 1,800 portables and mobile devices while also providing accountability for the assets. The intent is for these assets to fall under the new independent agency. The thought is to tag each item as a BCES asset with the understanding that BCES doesn't own the equipment – the Big 5 are the owners as spelled out in the recently revised interlocal agreement.

Ordering equipment will be predicated on what installation and programming plans look like. Fire and law enforcement vehicles can be time consuming and complicated. If the project remains on schedule, the goal would be to have the system turned up by the end of 2026 with gear needing to be installed well before. The intent is to start installations sometime this year for that reason. An additional bonus is that fire would also be able to use the mobiles sooner as they are dual band.

A worksheet that clearly outlines everything needing to be done for the various installations is in progress. Each radio will be assigned to an apparatus along with a kit that includes everything necessary for proper installation. Provided kits will contain the tools that will be needed to install everything appropriately and a couple of in-house workshops will go through the installation process. We will likely bring a vendor in for a final check to ensure connectivity and that radios are tuned appropriately.

Richland Assistant City Manager Drew Florence noted that the fourth re-stated interlocal went through Richland's City Council yesterday. He polled board members about using DocuSign to collect signatures. Franklin County is unable to use DocuSign at this time so they will sign a hard copy first. The document will then be routed through DocuSign to collect the remaining signatures.

Pasco Fire Chief Kevin Crowley supports tagging the new equipment as a BCES asset.

Adjournment

The meeting adjourned at 7:53 a.m.

APPROVED:

ATTEST:

Jon Amundson, BCES Executive Board Chair

Carole Cimrhaki, BCES Board Secretary

Date Approved: _____

Date Published: _____

DRAFT



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 2/27/2025

Agenda Category: Director's Report

Prepared By: Jay Atwood, BCES Executive Director

Subject:
Manager's Report

Recommended Motion:

Summary:
Monthly update from Benton County Emergency Services Executive Director Jay Atwood

Fiscal Impact:

Attachments:
I. 022725 BCES Microwave Project_Status Report_2-13-25

Project Status Report

Overall Status: **ON TRACK**

Project Name: Benton County Microwave and MPLS System

February 13, 2025

Status Code Legend

- On Track: Project is on schedule
- High Risk: At risk, with a high risk of going off track
- At Risk: Milestones missed but date intact
- Off Track: Date will be missed if action not taken

The project is ON TRACK	● Microwave Equipment scheduled to ship week of 2/21/25 ● MPLS Equipment scheduled to ship week of 2/21/25 ● Final installation plan in review for approval – scheduled to start installation 3/3/25 ● Change Order #002 – Design Review updates has been approved ● Approval of site/tower changes at Rattlesnake
Issues:	● None at this time
Milestones completed the month of January:	● Microwave dishes, antenna systems and hardware for both Benton and Franklin Counties have been received and inventoried
Milestones planned for next week:	● DC Power Systems order for Franklin County Sites (Kahlotus, Connell, Starbuck, Joe Butte & Courthouse) – estimated arrival is 3/31/25 ● Validate Project Schedule and provide to BCES
Milestones planned for next month:	● Complete Overbuild installations at BCES, Red Mountain, Rattlesnake, Prosser and Sillusi ● MPLS IP Plan for review and approval
Areas/questions for discussion:	Status of Franklin County Site Improvements (R56) Approval of site/tower changes at Starbuck
Last week's issues forwarded to this week:	None identified

Contact Information

Patrick Lund, PMP

Motorola Senior Project Manager

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Email: Patrick.lund@motorolasolutions.com

Jay Atwood

Executive Director

Office: 509-537-7755

Email: j.atwood@bces.wa.gov

Project Abstract

Benton County Microwave replacement for (9) total links

Benton County MPLS architecture & design, network integration and T1 migration services

Franklin County Microwave replacement for (6) total links

Franklin County MPLS architecture & design, network integration and T1 migration services

Franklin County DC Power Systems with Battery Back-up at its (5) sites



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 2/27/2025

Agenda Category: Benton County Emergency Services (BCES) (Approved by Motion)

Prepared By: Jon Amundson, City Manager

Subject:

Election of Benton County Emergency Services Executive Board Chair and Vice-Chair for 2025

Recommended Motion:

Summary:

At its first regularly convened meeting of each calendar year, the Executive Board shall select by majority vote from its membership, a Chair and Vice-Chair to serve one-year terms.

Fiscal Impact:

Attachments:



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 2/27/2025

Agenda Category: Southeast Communications
Center (SECOMM) (Approved by Motion)

Prepared By: Jay Atwood, BCES Executive Director

Subject:

Lumen Next Generation Phone System Firewalls - Approval

Recommended Motion:

Approve the proposal by Lumen to implement NG phone system firewalls in the amount of \$109,260.25, using E911 reserves and E911 Grant funds, and authorize staff to make the necessary budget adjustments.

Summary:

The current BCES firewalls are not Next Generation (NG) or i3 capable. In order to get enhanced security and visibility on the ESINet and i3 connectivity, they must be replaced. Doing so will keep BCES compliant with ESINet security requirements.

The recommendation is to approve the proposal by Lumen to implement NG phone system firewalls in the amount of \$109,260.25, using E911 reserves and E911 Grant funds, and allow staff to make the necessary budget adjustments.

Fiscal Impact:

The proposal by Lumen for the NG phone system firewalls is \$109,260.25 including tax. We are receiving grant funds to cover \$98,334.23 of the project. The grant requires a 10% match of \$10,926.02 which will be covered using E911 reserves. The E911 reserve is currently \$1,652,266. The new reserve amount will be \$1,641,340. There is no fiscal impact to the user agencies.

Attachments:

I. 022725 Lumen SECOMM Firewalls 020525

Customer Quote



Customer Information	Account Information
Name: City of Richland, on behalf of Benton County Emergency Services	BPID:
Primary Contact: Doug Degraaf	Billing Account:
Primary Contact Phone: (509) 628-1552	Billing Address:
Primary Contact Email: d.degraaf@bces.wa.gov	Contract ID#:
Billing Contact: Doug Degraaf	Quote Expiration Date: 3/30/2025
Billing Contact Phone: (509) 628-1552	DOT Quote ID & Version: 883 v.2
Billing Contact Email: d.degraaf@bces.wa.gov	

Quote Details

Service Address	Part Num	Part Description	Unit MRC	Unit NRC	Qty	Total MRC	Total NRC	Term
Location: Benton County								
Benton County	Materials							
Benton County	Network Equipment and Services							
Benton County	912833	Router for VIPER	-	\$ 3,200.00	2	-	\$ 6,400.00	
Benton County	P10290	i3 Next Generation PSAP Firewall	-	\$ 4,615.38	2	-	\$ 9,230.77	
Benton County	P10255	PSAP HA PAIR of Session Border Controller (SBC)	-	\$ 10,546.15	1	-	\$ 10,546.15	
Benton County	P10382	Session Capacity Expansion (10 sessions) for Admin HA SBC	-	\$ 1,692.31	2	-	\$ 3,384.62	
Benton County	Support							
Benton County	Lumen Support - Intrado - Extended							
Benton County	CCC-PRM-ONS- POSITRON-WARR- SUPPORT	Lumen Support	-	\$ 2,660.54	1	-	\$ 2,660.54	12
Benton County	Implementation							
Benton County	Network Equipment and Services							
Benton County	950520	Engineering Professional Services	-	\$ 2,653.85	8	-	\$ 21,230.77	
Benton County	Installation Services							
Benton County	P10314	Professional Services (per Day)	-	\$ 3,184.62	7	-	\$ 22,292.31	
Benton County	P10319	Living Expense per Day per Person	-	\$ 442.31	9	-	\$ 3,980.77	
Benton County	P10351	Travel Fee per Person	-	\$ 2,653.85	1	-	\$ 2,653.85	
Benton County	Project Management Services							
Benton County	950510	Project Management Services	-	\$ 3,587.37	1	-	\$ 3,587.37	
Benton County	Labor - Intrado							
Benton County	QINTR-INTRADO LIFE AND SAFETY SOLUTIONS	911 Tech	-	\$ 135.38	52	-	\$ 7,040.00	
Benton County	Shipping and Handling							
Benton County	Shipping - Regular							
Benton County	Shipping	Shipping - Regular	-	\$ 739.04	1	-	\$ 739.04	
Location Benton County Subtotal						-	\$ 93,746.18	

Location: Optional maintenance Services Per Year

Optional maintenance Services Per Year	Support							
Optional maintenance Services Per Year	Total Protection Services							
Optional maintenance Services Per Year	P10290/MS	i3 Next Generation PSAP Firewall Managed Service, 1 year support	-	\$ 1,923.08	2	-	\$ 3,846.15	12
Optional maintenance Services Per Year	P10255/MY	Maintenance, PSAP HA Session Border Controller (SBC)	-	\$ 2,307.69	1	-	\$ 2,307.69	12
Optional maintenance Services Per Year	P10382/MY	Maintenance - Session Capacity Expansion (10 sessions) for Admin HA SBC	-	\$ 307.69	2	-	\$ 615.38	12
Location Optional maintenance Services						-	\$ 6,769.23	

TOTAL Price to Customer - \$ 100,515.41

Customer: City of Richland, on behalf of Benton County Emergency Services	LUMEN
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the

current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

4. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

5. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

6. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

7. Charges/Orders. Items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

8. MLTS Equipment. BY SIGNING THIS ORDER FOR MLTS EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ACCESS TO EMERGENCY SERVICES CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVQSIP/911advisory.pdf>.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 2/27/2025

Agenda Category: 800MHz System (Approved by Motion)

Prepared By: Jay Atwood, BCES Executive Director

Subject:
Prosser Butte Damaged Radio Equipment Replacement - Approval

Recommended Motion:

Move to approve the proposal from Motorola to replace damaged radio equipment at the Prosser Butte radio site in the amount of \$646,438 using the 800MHz fund balance and authorizing staff to make the necessary budget adjustments.

Summary:

Radio equipment located at the Prosser Butte radio site was damaged due to a water leak in the roof. After reviewing the damage to the equipment with staff, Washington Cities Insurance Authority (WCIA), and Motorola, it was determined that the equipment needs to be replaced to maintain performance.

The recommendation is to approve the proposal from Motorola to replace the damaged radio equipment at the Prosser Butte site in the amount of \$646,438 using 800MHz fund balance and authorize staff to make the necessary budget adjustments.

Fiscal Impact:

The proposal by Motorola to replace the damaged equipment at the Prosser Butte site is \$646,438 including taxes. This cost will be reimbursed by Sedgwick, through an insurance claim with WCIA. Initially, this project will be funded using 800MHz fund balance. The 800MHz fund balance is currently \$1,820,133. The new fund balance amount will be \$1,176,695. The insurance claim will replenish the fund balance once received. There is no fiscal impact to the user agencies.

Attachments:

I. 022725 MOTOROLA - PROSSER BUTTE QUOTE



MOTOROLA SOLUTIONS

Proposal

City of Richland on Behalf of Benton County

Prosser Butte Site Equipment

December 3, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 West Monroe St, Ste 4400
Chicago, IL 60661

December 3, 2024

Mr. Jay Atwood
Executive Director
Benton County Emergency Services
625 Swift Blvd, MS-36
Richland, WA 99352

Subject: Prosser Butte Site Equipment

Dear Mr. Atwood,
Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Richland (on behalf of Benton County Emergency Services), hereinafter referred to as BCES, with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that addresses your needs and provides exceptional value. Specifically, this solution replaces two (2) ESS racks at the Prosser Butte 10 Channel 800MHz Subsite that are damaged by water leakage from the shelter's roof.

This proposal is subject to the enclosed Sourcewell Motorola Solutions Customer Agreement ("MCA"), together with its Exhibits and the accompanying Addendum. This proposal shall remain valid for a period of **90 days** from the date of this cover letter. BCES may accept the proposal by delivering to Motorola the MCA signed by the appropriate representative. Alternatively, Motorola would be pleased to address any concerns your agency may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Kevin Haight, at (208) 316-4420.

We thank you for the opportunity to furnish your agency with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roy Kyser', with a stylized flourish at the end.

Roy Kyser
Area Sales Manager
Motorola Solutions, Inc.

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Section 1

System Description

After carefully reviewing your requirements for Prosser Butte radio communications, Motorola Solutions, Inc. (Motorola Solutions) has prepared this firm quote to provide the City of Richland on behalf of Benton County Emergency Services (BCES) with pricing for the requested equipment replacement.

The existing two (2) ESS racks at the Prosser Butte 10 Channel 800MHz Subsite have been damaged by water leakage from the shelter's roof. Day Wireless was called out to inspect the situation and recommended a full replacement of the two (2) ESS racks. The ESS platform is coming close to end of life. Motorola has included our new DBRM12 platform for Prosser Butte. The DBRM12 will only require one (1) rack space. Existing antennas, coax, TTA, site routers, TRAK, and DC power will be reused. No additional channels or changes from the existing ESS' functionality are included. This is a simple swap of like for like.

SOLUTION DESIGN HIGHLIGHTS

- Prosser Butte Subsite:
 - Existing antennas and coax will be reused.
 - Existing TRAK timing unit will be reused.
 - Existing Juniper site routers will be reused.
 - Existing DC power plant will be reused.
 - Existing TTA C&M will be reused
 - Power down and remove existing ESS racks.
 - Sweep existing coax and antennas for documentation.
 - Install new DBRM12 rack into place.
 - Move existing TTA CMU to DBR rack.
 - Connect existing TX1, TX2, and RX antenna jumpers to DBR rack.
 - Connect existing DC power lines to DBR rack.
 - Connect existing site routers to DBR rack.
 - Connect existing SDM alarm inputs to DBR rack.
 - Install equipment interconnect/interface cables.
 - Optimize and resolve any related issues.
 - Transport two ESS racks to Benton County for disposal.

Prosser Butte is a subsite of the existing 10 channel 800MHz Benton County simulcast cell. The Simulcast Sites provide simultaneous broadcast of the same voice or message from multiple transmitters on the same frequency. Simulcast sites provide consistent communications throughout large geographical areas, such as a large city, metropolitan area, or county.

To replace the damaged ESS racks, the Prosser Butte Site will be taken offline. When this happens the Simulcast coverage will change and diminish in the areas around Prosser Butte. Motorola will work with Day Wireless to minimize the down time. Motorola will work with BCES to ensure affected users

are notified regarding the coverage outage.

No Coverage test will be performed. An equipment Acceptance Test will be performed to ensure the operation of the new DBRM12 equipment is working correctly. DBR M12 Radio Site

Mission-critical communications is paramount to your needs and modern radio sites are a key component to delivering on that need. Available in either an open rack or cabinet configuration, the DBR M12 Radio Site integrates the key ASTRO radio site components into a single, easy to deploy unit. Built on the flexibility of modern hardware and software architectures, the DBR M12 is designed to minimize downtime, and provide ease of operation while allowing for cybersecurity updates.

The DBR M12 contains the site processors, transceivers, RF distribution systems and DC power distribution for up to 12 carriers (12 FDMA and 24 TDMA talk paths) in a single rack. Multiple racks of up to three (3) can create a site with up to 28 site repeater carriers or 30 simulcast carriers. DBR M12 sites can support up to 12 carriers per transmit antenna and up to 30 carriers per receive antenna.

The DBR M12 can support both 700 MHz and 800 MHz frequency bands. Channels from each band can be integrated into the same cabinet, sharing one antenna or be directed to separate antennas. The DBR M12 is supported on ASTRO 25 Systems starting with the A2021.x release.



1.1 Improving Uptime

The DBR M12 is designed to minimize downtime from failure, maintenance or site updates. The DBR M12 can dynamically allocate resources across available hardware, thereby improving resiliency and overall uptime. Critical functions are deployed in pairs so that a redundant component can take over functions if needed. The major hardware components of the DBR M12 are hot swappable to ensure repairs cause minimum disruptions.

The multicarrier amplifier bank amplifies all channels simultaneously from a pool of amplifier resources. Upon a Power Amplifier (PA) module failure, the remaining PA modules can continue to service the channels. And depending on the configuration and transmit power requirements, this can be with no loss in channel capacity or no more than one (1) channel lost.

1.2 Simplifying Ownership

Offering up to 12 carriers per rack, the DBR M12 can reduce the impact on space-constrained sites and ease channel expansions within the capacity of the unit. The built-in Radio Frequency Distribution System (RFDS) of multicouplers, preselectors and filters connects the DBR M12 to the receive and transmit antennas. With a narrow adjacent frequency spacing requirement of only 50 kHz, the DBR M12 offers greater flexibility than typical 150 kHz equipment, easing frequency acquisition where spectrum availability is an issue.

The DSC 8500 Site Processor provides a single point of connectivity for all of the DBR M12 components at the site. Configuration, fault management, and software upgrades are managed at the site level, rather than addressing each component individually. This provides a streamlined, intuitive user experience.

1.3 Modernizing Cybersecurity

The DBR M12 is designed to offer protection against an ever-evolving threat landscape following recommendations of the NIST Cybersecurity Framework guidelines to help identify and detect cyber-attacks, and then how to respond, prevent and recover from such events.

1.4 Key DBR M12 Components

DSC 8500 Site Processor – The site processor contains and runs the software used throughout the radio site, including the site controller and base radios. Connections to the base radio transceivers and PAs are provided via the integrated IP switch which has additional capacity for connecting external RF equipment at the site such as conventional stations. The site processor can be optionally equipped with integrated redundant GPS references for the ability to maintain timing for a minimum of four (4) hours without a GNSS signal. The optional rubidium module is included for extended holdover time of 72 hours.

Multicarrier Amplifier Bank – The DBR M12 pools PA resources into a multicarrier amplifier bank. PA resources within this bank can be sized to provide ample power for the active carriers as well as additional capacity to cover for a PA failure in many channel configurations. The bank dynamically amplifies all channels simultaneously. The multicarrier amplifier bank eliminates the need for traditional cavity combiners. The overall result is a small and power efficient system, resilient to failure without the need for periodic combiner tuning.

DC Power System – The DBR M12 offers integrated DC power as standard (+/- 48 VDC) throughout. Designed to be powered by a site DC power system, the DBR M12 rack includes multiple breakers to distribute power to the various components, ensuring a single breaker trip won't disable the entire site.

Section 2

Equipment List

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
1	CA03875AA	ADD: DBR M12 PRIMARY RACK
1	CA03908AA	ADD: FACTORY TEST REPORT
5	CA03887AA	ADD: ANTENNA 1 CHANNELS
2	CA03894AA	ADD: INTEGRATED GNSS TIMING REFERENCE
5	CA03888AA	ADD: ANTENNA 2 CHANNELS
6	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
1	CA03905AA	ADD: 7.0 FOOT OPEN RACK
1	CA03872AA	ADD: SYSTEM RELEASE A2022.X
1	CA04070AA	ADD: REPLACING EXISTING SITE
1	CA03882AA	ADD: 800 MHZ TX ANTENNA 2 FILTER
1	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
1	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
2	UA00866AA	ADD: SIMULCAST SUB-SITE CONTROLLER SW
10	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
25	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
2	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50
2	DSNM50V12	CONNECTOR, N MALE INTERFACE FOR EC4-50
25	DSEC150HF	COAXIAL CABLE, 1/4" HIFLEX, 50 OHM WITH BLACK PE JACKET
2	DS716M50B14X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC1-50-HF
2	DSNM50B14X	CONNECTOR, N MALE INTERFACE FOR EC1-50-HF
25	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50
25	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50

Section 3

Statement of Work

Motorola is proposing to the City of Richland on behalf of Benton County Emergency Services (BCES) the installation and configuration of the replacement of the damaged equipment at the Prosser Butte Simulcast RF Site as described in the System Description Section of this proposal.

The document delineates the general responsibilities between Motorola and BCES as agreed to by contract.

Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with BCES.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide BCES with the appropriate system interconnect specifications.
- Perform the Acceptance Test Procedures and share the results with BCES.
- Receive Final Acceptance from BCES.

BCES Responsibilities

BCES will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for BCES include the following:

- Provide equipment shelter improvements required for system installation per the R56 Installation Requirements.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide required system interconnections.
- BCES will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site.
- Coordinate the activities of all BCES vendors or other contractors.
- Grant Final System Acceptance upon the successful passing of the ATP tests.

Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- The shelter leakage fix and site improvements or modifications are the responsibility of BCES.

- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of BCES.
- Any required system interconnections not specifically outlined here will be provided by BCES. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the BCES system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

Section 4

Acceptance Test Plan

Section 5

Site Acceptance Test

This Section describes any general procedures that are used throughout the SAT.

5.1 Test Procedure Format

Each Functional Test Procedure consists of 4 basic components:

REQUIREMENT REFERENCE: Contract Requirements addressed by each Test Procedure are listed at the Top of the Test. There references to Requirements are provided where a test either partially or fully demonstrates compliance with the Requirement.

DESCRIPTION: It is not envisaged that all customers will have a complete understanding of all features and functions tested. A description of the feature / function under test is therefore given. This ensures both customers and test engineers have a clear understanding of the feature / function prior to commencing the test.

SET UP: The Set Up lists the specific components (e.g., MSs, Dispatchers) required to perform the test and may include the required settings to begin the test, (e.g., talkgroup selection). System level settings are given only where they differ from the default value.

TEST PROCEDURE: The test procedure gives a step-by-step guide through the test. This procedure is designed for engineers who are familiar with the system, although in most cases a test engineer / customer (with little system knowledge) could follow the test procedure

Exit Conditions: Are given where it is essential for elements to be returned to the original state before progressing to the next test.

5.2 System Inspections

Before testing begins, the system and its documentation are examined to ensure that the system is complete and ready for testing.

Equipment Check List: Verify each component is present, and the following aspects are satisfactory:

ASPECT	VISUAL INSPECTION	COMMENT
Ground	All ground cabling is present and intact.	
Hazardous Voltages	There are no exposed hazardous voltages.	
Cabling	All cabling is secure and neat.	
Security	The equipment is securely fixed to rack cabinets.	
Indicators	All indicators are operating correctly.	
Labels	All labels are present and correct.	
Faults	No fault or alarm indications active.	

Documentation: Verify that the product documentation is available. Supporting documentation is listed in Section 3, Referenced Documentation. Individual product manuals are provided with the equipment.

5.3 Wide Area Trunking - FDMA Only Sites

5.3.1 Continuous Assignment Updating

REQUIREMENT REFERENCES

The following Contract Requirements are addressed by this Test:

DESCRIPTION

When a talkgroup is assigned a voice channel, the site controller continues to transmit the channel assignment on the control channel for the duration of the talkgroup call. Radios coming into use on the system are automatically sent to voice channels with conversations in progress involving their selected talkgroups.

SET UP

RADIO-1 - TG1

RADIO-2 - TG1

RADIO-3 - TG1

TEST PROCEDURE

Turn OFF RADIO-1.

Initiate a Talkgroup Call using RADIO-2 and verify RADIO-3 hears the audio.

While the Talkgroup Call is in progress, turn ON RADIO-1.

Observe RADIO-1, which was just brought back into service, joins the Talkgroup Call already in progress.

End the talkgroup call.

Switch RADIO-1 to another talkgroup.

Initiate a Talkgroup Call from RADIO-2 to RADIO-3.

While the Talkgroup Call is in progress, set RADIO-1 back to TG1.

Observe that RADIO-1 joins the Talkgroup Call already in progress.

Comments:

Test Passed: Yes / No

Tested By:

Witnessed By:

Title:

Title:

Date:

Date:

5.3.2 System Wide Call - FDMA Only Sites

REQUIREMENT REFERENCES

The following Contract Requirements are addressed by this Test:

DESCRIPTION

Active talkgroup call transmissions initiated by radio users will be terminated by a console system wide call. Radios will hear audio from console system wide call.

SET UP

RADIO-1 - SITE 1 - TALKGROUP 1
RADIO-2 - SITE 2 - TALKGROUP 1
RADIO-3 - SITE 1 - TALKGROUP 2
RADIO-4 - SITE 2 - TALKGROUP 2

Configure an MCC 7500 console position for System Wide Call operation.

TALKGROUP 1 and 2 should be in FDMA mode by either only allowing FDMA channel resources at SITE 1 and SITE 2 or by configuring TALKGROUP 1 and 2 to be FDMA-only.

TEST PROCEDURE

Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.

Initiate a Wide Area Call with RADIO-4 in TALKGROUP 2.

Observe that RADIO-2 will be able to hear the audio of RADIO-1 and that RADIO-3 will be able to hear the audio of RADIO-4.

Unlock the system wide transmit capability by pressing the safety switch (scissor icon).

Within 5 seconds, press the system wide instant transmit button on the system wide talkgroup window.

Observe that the audio from RADIO-1 is no longer heard on RADIO-2 and the audio from RADIO-4 is no longer heard on RADIO-3 and that audio from the console transmit is now heard at RADIO-2 and RADIO-3.

Dekey RADIO-1.

Observe that audio from the console transmit is now heard at RADIO-1.

Dekey RADIO-4.

Observe that audio from the console transmit is now heard at RADIO-4.

Comments:

Test Passed: Yes / No

Tested By:

Witnessed By:

Title:

Title:

Date:

Date:

5.3.3 Talkgroup Call

REQUIREMENT REFERENCES

The following Contract Requirements are addressed by this Test:

DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level.

This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SET UP

RADIO-1 - SITE1 - TG1

RADIO-2 - SITE2 - TG1

RADIO-3 - SITE1 - TG2

RADIO-4 - SITE2 - TG2

TEST PROCEDURE

Initiate a Wide Area Call with RADIO-1 in TG1.

Observe that only RADIO-2 will be able to monitor and respond to the call.

Initiate a Wide Area Call with RADIO-3 in TG2.

Observe that only RADIO-4 will be able to monitor and respond the call.

Comments:

Test Passed: Yes / No

Tested By:

Witnessed By:

Title:

Title:

Date:

Date:

5.4 Sign-off

The Site Acceptance Tests are completed in accordance with the SAT Procedure Document and the requirements of the contract.

CONTACT:	NAME:	DATE:	SIGNATURE:
Witness1:			
Witness2:			
Witness3:			
Motorola Solutions Project Manager:			
Motorola Solutions System Engineer:			
Motorola Solutions Field Technical Representative:			
Tested by:			
Test Engineer:			

Section 6

Service/Warranty

The existing equipment at Prosser Butte is under maintenance agreement. This existing contract will cover the replacement equipment proposed in this proposal.

Section 7

Pricing Summary

Motorola is pleased to provide the following equipment and services to replace the damaged equipment at the Prosser Butte Site.

Equipment and Installation

Description	Price (\$)
Equipment (Sourcewell Discounts applied)	\$489,377
Implementation Services	\$108,623
Total System (including 8.1% sales tax of \$48,438)	\$646,438

7.1 Payment Terms

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 wire transfer, check, or cashier's check from a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

Motorola Solutions will use the following major milestones of the project for financial billing:

1. 25% of the Contract Price due upon Contract Execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

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.

Section 8

Contractual Documentation

The Contractual Documentation is included on the page that follows.

Sourcewell Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Richland on behalf of Benton County
Emergency Services ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (the "Contract"), which provides that Participating Entities may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by Customer.

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

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated 12.03.2024

C-2 "Pricing Summary & Equipment List" dated 12.03.2024

C-3 "Implementation Statement of Work" dated 12.03.2024

C-4 "Acceptance Test Plan" or "ATP" dated 12.03.2024

C-5 "Performance Schedule" dated 12.03.2024

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

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

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the 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.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

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

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

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

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

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

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

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

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

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

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

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be 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 perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, 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. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$598,000.00, which includes the Sourcewell administrative fee. Motorola will pay Sourcewell's administrative fee in accordance with the payment terms of the Motorola/Sourcewell Contract dated July 4, 2021. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. 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 wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

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

Name: City of Richland on behalf of Benton County Emergency Services

Address: 625 Swift Blvd. MS-36, Richland, Washington 99352-9104

Phone: 509-628-2600

E-INVOICE. To receive invoices via email:

Customer Account Number: 1012840014

Customer Accounts Payable Email: accountspayable@ci.richland.wa.us

Customer CC(optional) Email: j.atwood@bces.wa.gov

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

Name: Benton County Emergency Services

Address: 2700 Duportail Blvd. Building 200, Richland, WA 99352

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: Benton County Emergency Services
Address: 2700 Duportail Blvd. Building 200, Richland, Washington 99352
Phone: 509-628-2600

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

Section 7 SITES AND SITE CONDITIONS

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

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

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

Section 8 TRAINING

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

Section 9 SYSTEM ACCEPTANCE

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

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly

execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

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

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

Section 10 REPRESENTATIONS AND WARRANTIES

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

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

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

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

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services 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. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

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

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

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

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

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

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) 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 and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that 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.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

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

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

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

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

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 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 Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal

theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) 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; (v) 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 (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return 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 one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is

required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **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.

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

17.7. **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 Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

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

or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement 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 shall 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, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a

representative of each Party signs that document.

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

Motorola Solutions, Inc.

By:  _____

Name: Roy Kyser _____

Title: Area Sales Manager _____

Date: February 11, 2025 _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Richland on behalf of Benton County ("Licensee").
Emergency Services

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

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

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

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

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

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

concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

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

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

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

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

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

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

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____