



ABBREVIATED CONSENT CALENDAR FORMAT

Memorandum Date: 03/7/2016

Order Date: 03/29/2016

TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Debby Haller, Fiscal Manager

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF AWARDING A CONTRACT TO MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$459,586 FOR THE PURCHASE OF ISSI 8000 SERVER AND FIREWALL EQUIPMENT AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE CONTRACT DOCUMENTS.

I. MOTION

Move to award a contract to Motorola Solutions, Inc. in the amount of \$459,586 for the purchase of ISSI 8000 Server and Firewall Equipment and delegating authority to the County Administrator to execute contract documents.

II. DISCUSSION

A. Background Analysis

On 9/22/2015, Order 15-09-22-04 was brought before you in the matter of applying for and accepting the State Interoperability Executive Council (SIEC) Grant for Interagency Radio Interoperability using ISSI Technology.

The purpose of such grant is to assist in funding a project to enhance our interoperability with radio users of the State of Oregon trunked radio system. Specifically, it will connect the master switch that is in use by Lane, Linn and Benton counties and owned by Southwest 7 (SW7) to the State of Oregon Master Switch. This will allow us advanced interoperability with any agency using the State's trunked radio system. Currently the agencies we would pursue interoperability through this technology would be Deschutes County Sheriff, Oregon Department of Transportation (ODOT) and Oregon State

Police (OSP).

Motorola is equipped to provide an Inter-Subsystem-Interface (ISSI) Gateway to the 7.14 ASTRO25 system for connection to the Oregon State Radio System (Harris P25), which such proposal is based on the Cooperative Purchasing Program of the Houston-Galveston Area Council of Governments (HGAC) and Motorola's master agreement with HGAC, executed April 30, 2015 and identified as Contract No. RA-5-15 (the "HGAC Contract").

B. Health Implications

The ability for public service providers to communicate with each other, even if they are on disparate radio systems, increases the safety of those service providers and the citizens they serve.

III. RECOMMENDATION

Staff recommends that the Board approve entering into a contract with Motorola Solutions, Inc., in substantially the form attached to this memo.

IV. ATTACHMENTS

- Board Order
- Intergovernmental Agreement (IGA) with ODOT
- Motorola Contract Proposal
- LRIG, Linn County, and Lane County Responsibilities MOU

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:

IN THE MATTER OF AWARDING A CONTRACT TO MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$459,586 FOR THE PURCHASE OF ISSI 8000 SERVER AND FIREWALL EQUIPMENT AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE CONTRACT DOCUMENTS.

WHEREAS, the Board of Commissioners approves all contracts in excess of \$100,000; and

WHEREAS, the Board of Commissioners approved the State and Interoperability Executive Council (SEIC) Grant through Oregon Department of Transportation (ODOT) for the Interagency Radio Interoperability using ISSI Technology pertaining to the State of Oregon Radio Project; and

WHEREAS, Lane County is a member of the Lane Radio Interoperability Group (LRIG) which maintains a regional trunked radio system with interoperability amongst all agencies using the trunked radio system; and

WHEREAS, Motorola is equipped to provide an Inter-Subsystem-Interface (ISSI) Gateway to the 7.14 ASTRO25 system for connection to the Oregon State Radio System (Harris P25), which such proposal is based on the Cooperative Purchasing Program of the Houston-Galveston Area Council of Governments (HGAC) and Motorola's master agreement with HGAC, executed April 30, 2015 and identified as Contract No. RA-5-15 (the "HGAC Contract").

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Award the ISSI contract to Motorola Solutions, Inc. in the amount of \$459,586;
2. Delegate authority to the County Administrator to execute contract documents.

ADOPTED this 29th day of March, 2016.

Faye Stewart, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date _____

LANE COUNTY OFFICE OF LEGAL COUNSEL

**INTERGOVERNMENTAL AGREEMENT FOR INTEROPERABILITY
OREGON DEPARTMENT OF TRANSPORTATION
AND
LANE COUNTY FOR THE SW7**

This AGREEMENT (“**Agreement**”) is between the State of Oregon (“State”) acting by and through its Department of Transportation (“ODOT”), and Lane County (“**Agency**”), each a “Party” and, together, the “Parties.”

RECITALS

- A. This Agreement is authorized by ORS 190.110.
- B. Pursuant to ORS 403.455, the State Interoperability Executive Council (“SIEC”) is authorized to identify solutions to tie existing public safety communications infrastructure together for interoperability and to develop technological and policy recommendations to establish a statewide public safety communications system to improve emergency response and day-to-day public safety operations.
- C. One-time limited funding was authorized within ODOT’s budget to advance statewide interoperability among state, local, and tribal public safety agencies in the State of Oregon (“SRP Interoperability Funds”) according to the Public Safety Wireless Infrastructure Replacement Plan. For purposes of this Agreement, a “Public Safety Agency” means any unit of state, local, or tribal government, or a special-purpose district that provides or has authority to provide fire-fighting, police, ambulance, or emergency medical services.
- D. The SIEC approved policy recommendations for use of the SRP Interoperability Funds.
- E. ODOT requested recommendations from the SIEC for projects to receive funding from SRP Interoperability Funds.
- F. Agency submitted two independent proposals to the SIEC for use of SRP Interoperability Funds. Agency’s applications were reviewed by the SIEC and the SIEC recommended that ODOT consider funding the proposal for Agency’s “SECONDARY” grant application for a P25 RF Subsystem Interface (“ISSI”) between the Harris P25 Network Switching Center located in Salem, Oregon owned by State and operated and maintained by ODOT (“State Master Switch”) and the Motorola APCO Project 25 Master Site located in Eugene, Oregon (“SW7 Master Switch”) owned by the member counties of the Seven County Regional Interoperable System (“SW7”) and operated and maintained by the City of Eugene through a service contract with the SW7.
- G. Agency is a party to an intergovernmental agreement between Benton, Coos, Curry, Douglas Josephine, Lane and Linn Counties (“SW7”), establishing a 7-County Regional Interoperable Radio System effective September 20, 2006, as amended and restated April 8, 2010, developed through the voluntary contributions of equipment owned by members, as well as through joint-development efforts (the “SW7 System”).
- H. ODOT is a party to an agreement with the SW7 dated January 4, 2016 (the “ODOT/SW7 Agreement”). All responsibilities of the Parties with respect to the ISSI connection between the State Master Switch and the SW7 Master Switch that are outside the scope of this

Agreement will be documented in a "Development Agreement" attached to and made part of the ODOT/SW7 Agreement by amendment executed concurrent with this Agreement.

- I. The Parties have identified an opportunity to successfully send and receive radio voice communications for users of the land mobile radio system operated and maintained by ODOT ("State Radio System" or "SRS") and for users of land mobile radio systems connected to the SW7 System through connecting the State Master Switch and the SW7 Master Switch using ISSI technology.
- J. Agency's application for funding for an ISSI connection between the SW7 Master Switch and the State Master Switch was made on behalf of Lane, Linn, and Benton Counties, and the cities of Philomath, Corvallis, Albany, Springfield and Eugene. The aforementioned parties all use one or more radio systems connected to the SW7 Master Switch. Connecting the SW7 Master Switch and the State Master Switch using an ISSI will benefit all parties using radio systems connected to the SW7 Master Switch as well as all parties connected to the State Master Switch.

NOW THEREFORE, in consideration of the mutual promises below, it is agreed by and between the Parties as follows:

TERMS OF AGREEMENT

1. EFFECTIVE DATE. The effective date of this Agreement (the "Effective Date") is the date on which the last Party executes the Agreement. The "Term" of this Agreement commences on the Effective Date and expires on the earlier of Agency's receipt of State Funding, or June 30, 2017 unless otherwise terminated by the Parties.
2. PROJECT. Agency shall complete the project identified on Exhibit A, Project Application ("Project"), attached hereto and by this reference made part hereof. The total Project cost is estimated at Four Hundred Sixty Three Thousand Three Hundred Sixty Three dollars (\$463,363.00), as indicated on Exhibit B, Project Budget ("Project Budget"), attached hereto and by this reference made part hereof.
3. ODOT'S OBLIGATION.

ODOT shall provide payment not to exceed Four Hundred Fifty Nine Thousand Eight Hundred Sixty Three Dollars (\$459,863.00) ("State Funding") within forty-five (45) business days after receipt of a certification of Project completion, signed by Agency and by the Chair of the SIEC Technical Committee ("Certificate of Completion") as required in Subsection 4f. For purposes of this Section, "Project Completion" means Agency has 1) accepted delivery of Project software and equipment, 2) the ISSI has been installed and connected to the SW7 Master Switch and 3) Agency has verification that P25 radio traffic is being transmitted and received through the Motorola ISSI-8000 gateway.

4. AGENCY OBLIGATIONS.

(a) Agency shall provide Project management, oversight and support for implementation of the Project and take whatever actions are reasonable and necessary to ensure that all Project associated equipment is procured and installed prior to March 31, 2017.

- (b) Agency shall be responsible for all necessary Project engineering and design work, plans, specifications, procurement, permits, materials testing, payment, and Project documentation.
- (c) Agency shall negotiate, obtain, and maintain, to the extent necessary, any agreements, that may be required for the Project. Any agreements that include use of State facilities or equipment must be approved by ODOT as to form and content.
- (d) Agency shall be responsible to coordinate Project inspection and acceptance. Agency shall notify ODOT and the SIEC of all Project inspections and shall allow ODOT, SIEC, or both, at their own discretion to participate in Project inspections.
- (e) Agency shall report Project status at each SIEC quarterly meeting until Project Completion and Agency submittal of a Certification of Completion to SIEC. Agency shall include in Project status reports a report on the progress of the Project and compliance with the terms of this Agreement.
- (f) Agency shall be solely responsible for all Project costs incurred unless the Project is fully completed and a Certificate of Completion is: (1) signed by Agency; (2) a copy submitted by Agency to the Chair of the SIEC Technical Committee and (3) a copy submitted to the ODOT representative identified in Section 8 no later than May 1, 2017. ODOT will neither accept any request for reimbursement received after May 1, 2017, nor will State reimburse Agency for such Project costs. In the event the Project cannot be completed within the estimated Project Budget identified on Exhibit B, Agency shall be solely responsible for all costs that exceed State Funding. If Agency determines that it is unable to provide any additional funding required to complete the Project, Agency may terminate this Agreement in accordance with SECTION 7 TERMINATION.
- (g) In connection with its activities under this Agreement, Agency shall comply with all applicable federal, state and local law.

5. AGENCY'S REPRESENTATIONS AND WARRANTIES

- (a) Agency represents and warrants to ODOT that:
 - i. Agency is a Public Safety Agency as defined in this Agreement.
 - ii. Agency has funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement.
 - iii. Agency has the power and authority to enter into and perform this Agreement.
 - iv. The making and performance of this Agreement by Agency: (1) has been duly authorized by Agency; and (2) does not and will not violate any provision of any applicable law, rule, or regulation.

6. CONTRIBUTION.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section with respect to the Third Party Claim.
- (b) With respect to a Third Party Claim for which ODOT is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the ODOT had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which Agency is jointly liable with ODOT (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of ODOT on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

7. TERMINATION.

- (a) This Agreement may be terminated by mutual written consent of the parties.
- (b) Agency may terminate this Agreement immediately upon written notice to ODOT, if Agency funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its

obligations under this Agreement is cancelled or terminated by Agency's funding authority. Termination under this Subsection shall relieve ODOT from all obligations under this Agreement and Agency shall be solely responsible for all costs incurred for the Project.

(c) ODOT may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by ODOT, under any of the following conditions:

- i. If Agency fails to complete the Project and submit a Certificate of Completion to ODOT on or before May 1, 2017 as required by Subsection 4f.
- ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms in ODOT's sole determination based on review of Agency reports to SIEC required under Agency Obligations Section 4e., and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
- iii. If Agency fails to provide payment of its share of the cost of the Project. Termination under this Subsection shall relieve ODOT from all obligations under this Agreement and Agency shall be solely responsible for all costs incurred for the Project.
- iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
- v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

(d) Upon termination, neither Party shall have further obligation to complete the Project under this Agreement.

8. NOTICES.

- (a) Any notice required or permitted to be sent under this Agreement will be deemed sent when it is deposited in the United States Mail, postage prepaid, addressed to the other Party or Parties at the following address, or at a new address, if such new address has been given to the other Parties. Address changes and contact information may be submitted using United States Mail, email, or facsimile, if appropriate.
- (b) Either Party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.
- (c) The State and Agency contacts identified in this Agreement are:

If to ODOT: **ODOT Contact**

ODOT/OSP Wireless Section Manager, or designee
455 Airport Rd SE, Building C
Salem, OR 97301-5375
WirelessWorkOrderDesk@ODOT.state.or.us
(503) 986-2911

If to: Agency

Lane Radio Interoperability Group
Jim Marks, LRIG System Manager
125 East 8th Avenue
Eugene, OR 97401
Email: jim.marks@co.lane.or.us
Phone: (541) 682-4384

9. GENERAL PROVISIONS

- (a) Available Funding. Notwithstanding anything in this Agreement to the contrary, the State of Oregon's payment obligations under this Agreement are conditioned upon ODOT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODOT. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. State represents and warrants to Agency that State has funding, appropriations, limitations or other expenditure authority for the current biennium at levels sufficient, in State's reasonable administrative discretion to perform its obligations under this Agreement
- (b) Survival. All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 4 (Subsection f) 5, 6 and 9 (Subsections a b, d e, and g) hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.
- (c) Amendment. This Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of ODOT and an authorized agent of the Agency.
- (d) Intended Beneficiaries. ODOT and Agency are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- (e) Governing Law, Venue, Consent to Jurisdiction. The Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT and Agency shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise.
- (f) Counterpart Execution. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- (g) Entire Agreement. This Agreement and all exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

(SIGNATURE PAGE FOLLOWS)

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Lane County, by and through its designated authorities

BY _____

Title: _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Counsel

Date _____

Agency Contact:

Jim Marks, System Manager
Lane Radio Interoperability Group (LRIG)
125 East 8th Avenue
Eugene, OR 97401
(541) 682-4384
Jim.marks@co.lane.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Major Projects Section Manager

Date _____

APPROVAL RECOMMENDED

By _____

ODOT Wireless Section Manager

Date _____

APPROVAL RECOMMENDED

By _____

Statewide Interoperability Coordinator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

Date _____

State Contact:

ODOT/OSP Wireless Section Manager, or designee
455 Airport Rd SE, Building C
Salem, OR 97301-5375
WirelessWorkOrderDesk@state.or.us
(503) 986-2911

EXHIBIT A PROJECT APPLICATION

SIEC Interoperability Funds Allocation
Funding Application

Each applicant requesting interoperability funds must complete a project application

Agency Information

Project Title: Communities of Linn, Lane and Benton - Interoperability via ISSI technology

Governmental Entity: Lane, Linn, Benton Counties; cities of Philomath, Corvallis, Albany, Springfield and Eugene

Agency Requesting Funds: Lane County on behalf of the government entities listed above

Interoperability Funds Requested: \$463,363

Contact Information

Project Contact Name:

Jim Marks

Title:

LRIG System Manager

Address:

125 E. 8th Ave

Street:

Eugene, OR 97401

City, State, Zip

E-Mail: jim.marks@co.lane.or.us

Phone #: 541 682-4384

Ext:

Finance Contact Name: Debby Haller

Title: Fiscal Manager, Lane County Sheriff

E-Mail: debby.haller@co.lane.or.us

Phone #: 541 682-7409

Ext:

The receiving entity is able to fund their project with available funds and will be reimbursed as indicated in the IGA after the project has been certified as complete.

Agency Signature Authority

Budget Authority (Name Printed): Lane County Sheriff Byron Trapp

Budget Authority (Signature):



Date: 09-24-2015

Submit Completed Form To:

SIEC Interoperability Allocations
C/O ODOT Wireless
455 Airport Rd SW
Bldg. C
Salem, OR 97301

If you have questions call:
503-986-2896



SIEC Interoperability Allocation

Project Proposal Worksheet



Overview

This worksheet is for applicants applying for the SIEC Interoperability Allocation funds. This worksheet must be completed in full. No more than one worksheet may be turned in per jurisdiction. Projects are managed and implemented by the applicant.

1. Project Description

Provide a detailed description of your project.

Description: **(Point Value = 30)**

Lane County is submitting this grant application on behalf of the cities of Philomath, Corvallis, Albany, Eugene and Springfield; and Linn, Lane and Benton counties. These agencies own and operate the LRIG UHF and Linn-Benton 700MHz trunked radio systems in Linn, Lane and Benton counties. Both trunked radio systems use the same P25 master switch (radio network core) which is owned and operated by the Seven-County Regional Interoperable Radio System (SW7). We share a common goal to have our trunked radio systems communicate directly with local and state agencies that are using other radio systems.

This grant application is the second of two separate SIEC grant applications being submitted by Lane County on behalf of our agencies. It is our SECONDARY grant application. If the SIEC grant committee is unable to award us full amounts for both projects, we ask that our PRIMARY grant application receive full funding.

This project primarily targets interoperability with state agencies and supports the interconnection of P25 master sites to create a statewide radio network. Especially important in this project is the ability to inter-operate with Oregon State Police (OSP) and Oregon Department of Transportation (ODOT).

The project leverages technology to interconnect our P25 master switch to the State of Oregon P25 master switch. This allows near seamless extension of both radio systems and advanced interoperability features such as inter-system roaming.

The project entails setting up a direct connection between the two master switches which reside in Eugene and Salem. This will be done by interconnecting the microwave at Blanton Heights or Prairie Peak. Once the ISSI-8000 gateway is installed at the Eugene master switch site, and communication with the State of Oregon master switch is established, talk groups for the other agencies will be added to each master switch to allow interoperability between agencies.

2. New Interoperability Capabilities

Describe the capabilities that will be created or enhanced by this project

Outcome Capabilities: **(Point Value = 15)**

From a local perspective, the biggest benefit to this project is interoperability between agencies from Linn, Lane and Benton counties with OSP and ODOT. During incidents involving multiple agencies, first responders cannot currently communicate with each other via their disparate radio systems. Installing this equipment will solve that issue, and all agencies will have the ability to communicate using channels that are common to the current radio systems.

This project aligns with the goal of creating a statewide radio network. Safety of the first responders is elevated to the utmost as they will have the ability to communicate, on scene and all the time. It also leverages the resources of local radio resources for the greater good of all citizens, improving their outcomes when involved in an incident.



SIEC Interoperability Allocation

Project Proposal Worksheet



Continued

3. Interoperability Strategy

Describe how this project enhances state wide interoperability. This would include local interoperability that can be leveraged in the future for state wide interests.

Interoperability Strategy Goals and Objectives: **(Point Value = 15)**

Short Term Goal: Interoperability with local and state agencies using simple, easy to implement technology

Long Term Goal: Interoperability between all agencies within Lane, Linn and Benton counties using the SW7 master switch. This will position these agencies to connect to any other agency with a connected master switch using ISSI-8000 technology.

This project addresses the Long Term Goal listed above. Measurable objectives will be interoperability between the agencies listed in section #4 – Interoperability Cooperators List

4. Interoperability Cooperators List

List all of the entities that this proposal will enhance or that will initiate new interoperability opportunities.

Cooperators List **(Point Value = 10)**

Linn & Benton Counties, Cities of Albany, Corvallis and Philomath will benefit from interoperability with the following:

- Oregon State Police
- Oregon Department of Transportation
- Any agency using the state's master switch

Lane County, EWEB, Cities of Eugene and Springfield and University of Oregon PD will benefit from interoperability with the following:

- Oregon State Police
- Oregon Department of Transportation
- Any agency using the state's master switch

5. Proposed Itemized Funding

Provide the proposed funding amount for equipment, installation, labor, contracts, etc. These must be itemized clearly understand the equipment model #, units, hourly labor costs, etc.

Proposed Equipment Funding: **(Point Value = 20)**

Motorola Equipment:	<ul style="list-style-type: none"> • One (1) Inter-System Gateway (ISGW) Server • Automatic Roaming License, 1 system • 20 simultaneous Talk Group Capacity License • One (1) Juniper ISG 1000 Firewall
Motorola equipment	\$269,963
Motorola Implementation Services	\$189,900
WSCA Contract Pricing Grand Total	\$459,863
Contract and Grant administration	\$ 2,500
Interconnect microwave at Blanton	\$ 1,000 (8hrs @ \$106/hr + \$152 estimate for parts)
Total Grant Request	\$463,363



SIEC Interoperability Allocation Project Proposal Worksheet



Continued

6. Project Schedule Milestones			
Identify milestones by quarter with start and end dates that will be achieved within the performance period.			
Project Schedule Milestones:			(Point Value = 15)
Quarter	Milestones	Start Date (mm/dd/yy)	End Date (mm/dd/yy)
1	Interoperability IGA's with OSP and ODOT	Dec 1, 2015	May 31, 2016
2	Contract with Motorola	Dec 1, 2015	Jan 31, 2016
3	Completion of the Astro25 7.14 Upgrade	Apr 11, 2016	Apr 22, 2016
4	Interconnect microwave at Blanton	May 1, 2016	May 31, 2016
5	Install ISSI-8000	May 1, 2016	Sep 30, 2016
6	Testing and user acceptance	Oct 3, 2016	Dec 30, 2016
7			
8	Project Complete		Dec 30, 2016

Connecting Entities Approval			
Complete this section with the names and signatures of cooperating agencies contact information and signatures.			
Approvers			
System Owner Entity	Name	Phone #	Signature
Oregon State Police	Rob Reish	541 986-2896	See attachments
Oregon Department of Transportation	Rob Reish	541 986-2896	See attachments

EXHIBIT B – PROJECT BUDGET

Motorola Equipment		\$269,963
One (1) Inter-System Gateway (ISGW) Server		
Automatic Roaming License, 1 system		
20 simultaneous Talk Group Capacity License		
One (1) Juniper ISG 1000 Firewall		
Motorola Implementation Services		\$189,900
Grant Total		\$459,863
Contract and Grant administration	(Responsibility of Agency)	\$ 2,500
Interconnect microwave at Blanton	(Responsibility of Agency)	\$ 1,000
Total		\$463,363

ISSI 8000 INTEROPERABILITY SOLUTION

OFFER FOR SALE



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 1

System Description	1-1
1.1 Overview	1-1
1.2 Inter Sub-Site Interface (ISSI 8000)	1-2
1.3 System Components	1-3

Section 2

Equipment List	2-1
----------------------	-----

Section 3

Acceptance Test Plan	3-1
----------------------------	-----

Section 4

Statement of Work	4-1
4.1 Motorola Responsibilities	4-1
4.2 Lane County LRIG Responsibilities	4-1
4.3 Assumptions	4-2
4.4 Change Order Process	4-2

Section 5

Training	5-1
----------------	-----

Section 6

Project Schedule	6-1
------------------------	-----

Section 7

Warranty and Lifecycle Plan	7-1
7.1 Motorola Warranty	7-1
7.2 Motorola Lifecycle	7-1

Section 8

Pricing	8-1
8.1 Pricing Summary	8-1
8.2 Payment Schedule	8-1

Section 9

Contractual Documentation	9-1
---------------------------------	-----

Section 10

Product Literature	10-1
--------------------------	------



Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

December 30, 2015

Byron Trapp
Lane County Sheriff
125 East 8th Avenue
Eugene, OR 97401

Subject: SW7 ISSI8000 Offer For Sale Proposal

Dear Byron,

Motorola Solutions, Inc. ("Motorola") is pleased to present Lane County (SW7) with this offer for sale proposal. The development of this proposal provided us an opportunity to evaluate our current mutual business and further explore the means by which we can fulfill the Lane County (SW7) interoperability communications needs with the State of Oregon Radio Project. The information within this proposal provides the final design and comprehensive proposal with firm pricing, based upon the detailed analysis of the requirements supplied by Lane County (SW7).

This proposal is based on the Cooperative Purchasing Program of Houston-Galveston Area Council of Governments ("HGAC") and Motorola's master agreement with HGAC, executed April 30, 2015 and identified as Contract No. RA-5-15 (the "HGAC Contract"). The proposal includes a Communications System Agreement which is an "End User Agreement" as that term is defined in Section 6 of the HGAC Contract. Lane County may accept this offer for sale proposal by issuing a purchase order that incorporates by reference this proposal or by executing the Communications System Agreement.

As the industry's premier supplier of radio and integrated interoperability solutions, Motorola possesses many unique capabilities. These capabilities allow us to offer our customers effective solutions to their complex interoperability business issues. Our primary goal is to provide the Lane (SW7) with a solution that improves the safety level of your employees and citizens. Simultaneously, we are committed to contributing to increased productivity and organizational profitability, while always ensuring customer satisfaction.

Questions or inquiries may be addressed to Mark Hall at Mark.Hall@motorolasolutions.com (541-944-0562) or Andrew Chyterbok at Andrew.Chyterbok@motorolasolutions.com (360-409-3223). We look forward to your positive review and approval of our offer for sale proposal. Motorola is looking forward to helping the Lane County (SW7) to achieve its interoperability communications goals and objectives.

Sincerely,



Larsen Grabenkort
PacNW Area Sales Manager
Motorola Solutions, Inc.

SYSTEM DESCRIPTION

1.1 OVERVIEW

Motorola is pleased to present this proposal to the Lane County (SW7) agencies to add an Inter-Subsystem-Interface (ISSI) Gateway to the 7.14 ASTRO25 system for connection to the Oregon State radio system (Harris P25).

This proposal provides the Lane County (SW7) side of the ISSI link, including ISSI server, Firewall, and the Automatic Roaming license for one (1) system connection with up to twenty (20) talkgroups and firmware updates for up to 330 APX subscribers.

The P25 ISSI standard has been evolving over the last several years. Each vendor offers features that their solution is capable of. It is important to understand that in implementing an ISSI link between different vendors that the feature set is dependent on the features that are considered “in common” between each vendor’s solution. The ability to pass the alias information is believed to be supported as a P25 standard feature.

Requirements for Automatic roaming:

- 7.13 / 7.14 system release or later
- GTR8000 site equipment
- MCC7100 or MCC7500 consoles
- 700Mhz APX subscribers operating Version R9 or later.

For the 700Mhz APX subscribers, Motorola has included the necessary firmware updates and services to enable the ability for the APX subscribers to auto-roam between the two systems. It was estimated 330 total APX subscribers will need updated firmware (reference SOW section 3.1).

The XTS/XTL series subscribers are primarily using the UHF (450Mhz) band. The XTS/XTL single-band UHF radios will not be able to roam onto the 700Mhz system. The UHF subscribers in the field can communicate to ODOT subscribers using ISSI8000 while operating on the UHF trunked system, the UHF radios won’t roam onto ODOT 700Mhz system. The ODOT and Lane County UHF users will communicate using new dedicated interoperability talkgroups or patch an existing UHF trunked TG to a ODOT 700Mhz TG.

Motorola has included a maximum of twenty (20) simultaneous talkgroups for use over the ISSI link. It was recently discussed that agencies would like dedicated talkgroups for day to day operations over the ISSI link. This approach uses ISSI for an operational solution and requires additional considerations be made to ensure the ISSI link is always operational. This might include daily tests at roll call or additional alarms on the backhaul equipment to identify issues between the two systems.

ISSI Link Recommended Specifications:

- IP based (Ethernet)
- Recommended end to end delay is <30ms, Max Jitter delay = <20ms,
- Estimated bandwidth required each direction = 3800kbps (total= 7600kbps)

1.2 INTER SUB-SITE INTERFACE (ISSI 8000)

Motorola has demonstrated its leadership in the P25 ISSI community by being the first manufacturer to announce a shipping product that supports the P25 ISSI. Motorola has also participated in multi-vendor ISSI demonstrations at IWCE (2007) and APCO (2008 and 2009), and hosted the first P25 ISSI Interoperability Event in February 2010.

Motorola's first ISSI offering, the ISSI.1 Network Gateway, began shipping in December 2009. Motorola's Next Generation Interoperability solution is the ISSI 8000, which are software applications that reside on a server.

The ISSI 8000 solution is an Interoperability Solution that enables an ASTRO 25 system release 7.13 or higher to connect to other P25 systems regardless of their RF bands, manufacturer type and release versions. ISSI 8000 is built to the TIA-102 suite of standards used for the design of Project 25 interoperable communication products. The ISSI 8000 provides customers more interoperability choices, compared to the ISSI.1 solution, such as automatic seamless roaming, PTT ID, and P25 TDMA support.

Motorola's Next Generation Interoperability solutions are the ISSI 8000 and CSSI 8000 which have been shipping since November 2012. These solutions enable an ASTRO25 system release 7.13 and higher to connect to other P25 ISSI/CSSI compliant networks and are built to the TIA-102 suite of standards used for the design of Project 25 interoperable communication products.

ISSI 8000 leverages the infrastructure of neighboring P25 systems (in this case, the Oregon State radio system) to effectively extend the range of their network without investing in additional RF sites and their associated costs. Thus, the users can maintain communication with their own dispatch centers when they roam onto the Oregon State radio system.

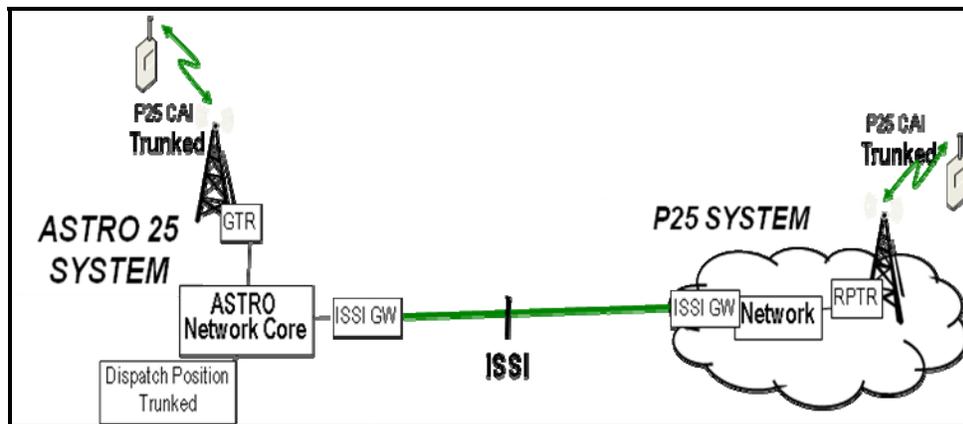


Figure 1: SW7 ASTRO 25 Master Site to the Oregon State P25 Radio System

The following Motorola P25 features are available for the ISSI 8000 solution:

- Automatic inter-system roaming
- Radio Authentication for subscribers roaming in a foreign system
- Multi-system Emergency Call with up to 24 systems
- PTT-ID Display for foreign units including the full WACN/System ID
- Voice AES Encryption
- Voice DES Encryption

- Multi-system Emergency Alarm
- Multi-system Emergency Cancel
- Multi-system Emergency Recognize
- Multi-system Console Emergency Setup
- Multi-system Individual Alias Sharing
- Multi-system Phase 2 TDMA Group Call
- Busy Indication on multi-system Group Calls
- Multi-system Multigroup Call
- Multi-system Console Takeover and Resumption
- Patch between talkgroups home to different systems
- Foreign adjacent site broadcasts enable roaming to an adjacent system without a full-spectrum scan
- Centralized Fault and Configuration Management for ISSI 8000 Gateway
- Performance Management for inter-system activity

It is important to understand that in implementing an ISSI link between different vendors that the feature set is dependent on the features that are considered “in common” between each vendor’s solution.

1.3 SYSTEM COMPONENTS

Our proposed ISSI 8000 solution for Lane County (SW7) includes the following summary of equipment:

- One (1) Inter-System Gateway (ISGW) Server
 - Automatic Roaming License, 1 system
 - 20 simultaneous Talk Group Capacity License
- One (1) Juniper ISG 1000 Firewall

EQUIPMENT LIST

Qty	Part Number	Description
1	SQM01SUM0227	ISGW SERVER USED FOR ISSI / CSSI
1	UA00005AA	ADD: ISSI Automatic Roaming License (for first system)
1	UA00006AA	ADD: ISSI +10 Addition simultaneous Talk Group Capacity License
1	TT1932	ISG 1000 FIREWALL W/ 2 YR SUPPORT



ACCEPTANCE TEST PLAN

An Acceptance Test Plan (ATP) will be finalized and mutually agreed upon during the Design Review phase of the project. Given the fact the ISSI 8000 connection will be between two systems of different manufacturers (i.e., Motorola and Harris), the purpose of the ATP will be to demonstrate that the ISSI 8000 solution enables the Motorola manufactured system to pass data to the Harris manufactured system concerning common features supported by both manufacturers.

Motorola has sample tests for a 7.14 ISSI 8000 to ISSI 8000 connection that can be used as the starting point for the ATP discussion.



STATEMENT OF WORK

Motorola is proposing to Lane County (SW7) the following equipment at the specified location:

Site Name	Major Equipment
SW7 Master Site – Eugene, OR	<ul style="list-style-type: none"> ISSI 8000 Server and Firewall

The document delineates the general responsibilities between Motorola and Lane County (SW7) as agreed to by contract.

4.1 MOTOROLA RESPONSIBILITIES

To ensure a smooth system installation and deployment, our solution for Lane County (SW7) includes the following implementation services:

- Review the design and finalize the implementation plan with Lane County (SW7).
- Provide Lane County (SW7) with the appropriate system interconnect specifications.
- Schedule the implementation in agreement with Lane County (SW7).
- Perform the installation of the ISSI 8000 equipment provided by Motorola.
- Perform the Lane County (SW7) ISSI 8000 programming and configuration.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Conduct functional testing on the ISSI 8000 solution.
- ISSI 8000 on-line, self-paced 4-hour training course for up to 8 students (Course ID: AST2005).
- Provide documentation (System-Level Diagram, Update to Floor Plan and Equipment Rack-face Layout drawings, ATP Test Results, Equipment Inventory).
- Flash upgrading up to a total of 330 APX subscribers at the customer sites.
- There is no subscriber hardware, flashes, or services included in this proposal other than the bullet above.
- NOTE: Motorola is not providing any equipment or services for the Oregon State radio system. Oregon will need to provide the necessary equipment and programming to make the connection on their system.

4.2 LANE COUNTY LRIG RESPONSIBILITIES

The Lane County (SW7) will assume responsibility for the installation and performance of all equipment and work necessary for completion of this project that is not provided by Motorola. The Lane County (SW7)’s general responsibilities include the following:

- Lane County (SW7) will provide a dedicated delivery point for receipt, inventory, and storage of equipment prior to delivery to the master site.
- Provide a single point of contact to complete the specific details during the implementation phase.
- Ensure communications site meet space, grounding, power, HVAC, and connectivity requirements for the installation of all equipment.

- Lane County (SW7) will work with Oregon State radio system to receive their system information necessary for connection programming.
- Lane County (SW7) is responsible for all XTS / XTL subscriber firmware flashes to support Inter WACN roaming (auto-roaming).
- Lane County (SW7) needs to make all APX subscribers available at a central agency location for flash upgrading as scheduled with Day Wireless.
- Lane County (SW7) is responsible for connectivity to the Oregon State radio system.
- Any site/location upgrades or modifications are the responsibility of the Lane County (SW7).
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of Lane County (SW7).
- Any required system interconnections not specifically outlined here will be provided by the Lane County (SW7), including but not limited to dedicated phone circuits or microwave links.
- Provide security access to buildings and necessary rooms specific to the implementation process.
- Provide a technical contact to help with any connection/network access issues encountered during implementation.
- Coordinate the activities of all Lane County (SW7) vendors or other contractors.
- Obtain and implement any subscriber flash upgrades required for automatic roaming (INTER WACN roaming).

4.3 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions. Alternate solutions required may impact the work effort and/or schedule constituting a change order.

- The deployment of the ISSI 8000 solution will occur after the system upgrade to 7.14 and projected for the first half of 2016.
- Subscribers that will utilize the ISSI 8000 connection will be at the required firmware version to support auto-roaming on ISSI.
- Motorola will provide limited support with connecting to the Oregon State radio system.
- All existing sites or equipment locations will have sufficient space available for the solution described.
- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the solution described.
- Work is performed during normal business hours on non-holidays, Monday – Friday, 8am – 5pm.

4.4 CHANGE ORDER PROCESS

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, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



TRAINING

This proposal includes the ASTRO 25 ISSI 8000 Feature Overview Course for eight (8) students. This course is an on-line, self paced 4-hour training course.

COURSE DESCRIPTION

The ISSI 8000 Feature Overview self-paced course describes the Inter-RF Subsystem Interface available in an ASTRO 25 IV&D System. It presents a description of the feature, its benefits and components, call processing scenarios, and an overview of the installation process.

AUDIENCE

System Managers, Technical System Managers, System Technicians, Application Users

COURSE OBJECTIVES

After completing this course, the student will be able to:

- Describe the ISSI 8000 feature
- Describe the compentes of the ISSI 8000 feature
- Describe the communication scenarios if this feature is enabled
- Follow the installation and configuration process if this feature is added to an ASTRO system

REQUISITE KNOWLEDGE

Completion of the following courses or equivalent experience:

- Bridging the Knowledge Gap ASTRO 25 – Technician (ACT100-E)
- ASTRO 25 IV&D with M Core System Overview (ACS715200)

PROJECT SCHEDULE

Motorola estimates implementing the ISSI solution will take approximately six (6) months. This schedule assumes that all Lane LRIG responsibilities are completed, as required. Any connectivity and site availability/access as part of Lane LRIG's responsibilities are completed prior to Motorola's equipment being delivered to the site.

Please see preliminary Project Gantt Chart on the following page. Tasks in blue font are Lane LRIG provided tasks or tasks involving Lane LRIG personnel.



WARRANTY AND LIFECYCLE PLAN

7.1 MOTOROLA WARRANTY

Our standard commercial warranty covers on-site response during normal business hours; it also provides for the repair or replacement of defective hardware components.

In addition to the standard commercial warranty, On-Site Infrastructure Response (24×7) support service will be delivered in conjunction with the one-year warranty period. Also, any support services for the master site will be extended to this new ISSI 8000 equipment.

7.2 MOTOROLA LIFECYCLE

This proposal includes the price to add the ISSI 8000 solution to the existing lifecycle services agreement starting in July 2017, and through June 2023.



PRICING

8.1 PRICING SUMMARY

Motorola's pricing utilizing the HGAC contract for the proposed ISSI 8000 solution equipment and services for Lane County (SW7) is the following:

Description	Price
Equipment and Services HGAC Contract Pricing	\$502,449
Special One-Time Discount for P.O. by 2/15/2016	-\$42,586
System Grand Total	\$459,863

8.2 PAYMENT SCHEDULE

Invoicing Milestones:

1. 10% of the Contract Price for mobilization due at contract execution.
2. 25% of the Contract Price upon shipment of equipment and software to customer identified field consolidation point.
3. 45% of the Contract Price upon installation and demonstration of interoperability per TIA-102 between the SW7 P25 Core and the State of Oregon Radio Project P25 Core.
4. 15% of the Contract Price upon System Acceptance or start of beneficial use.
5. 5% of the Contract Price upon Final Acceptance.

SECTION 9

CONTRACTUAL DOCUMENTATION



Communications System Agreement



Motorola Solutions, Inc. ("Motorola") and Lane County, Oregon ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." This Agreement is entered into with reference to the following recitals.

A. This transaction is made from the Cooperative Purchasing Program of Houston-Galveston Area Council of Governments ("HGAC") and Motorola's master agreement with HGAC, executed April 30, 2015 and identified as Contract No. RA-5-15 (the "HGAC Contract").

B. This Agreement is an "End User Agreement" as that term is defined in Section 6 of the HGAC Contract.

C. Pricing for the ISSI Interoperability Solution as proposed is based off of the HGAC Contract, although Motorola has offered additional incentive discounts.

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

Section 1 EXHIBITS

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

Exhibit A Motorola "Software License Agreement"

Exhibit B "Payment Schedule" (See Section 8.2 of the Motorola Proposal.)

Exhibit C "Technical and Implementation Documents" which describe the ISSI Interoperability Solution is set forth in the Motorola Proposal dated December 30, 2015 (the "Motorola Proposal"), and include as applicable:

- C-1 "System Description" (See Section 1 of the Motorola Proposal.)
- C-2 "Equipment List" (See Section 2 of the Motorola Proposal.)
- C-3 "Statement of Work" (See Section 4 of the Motorola Proposal.)
- C-4 "Acceptance Test Plan" or "ATP" (See Section 3 of the Motorola Proposal.)
- C-5 "Project Schedule" (See Section 6 of the Motorola Proposal.)

Exhibit D Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)

Exhibit E Lane County Purchase Order Standard Terms & Conditions (02-01-2002), Standard Provisions (LM 21.130, effective 01/01/2013), and Insurance Coverages Required (Rev. RM 4/17/12, except as modified by Section 16 below), all collectively referred to as the "Lane County Provisions". (See Section 9 of the Motorola Proposal.)

In interpreting this Agreement and resolving any ambiguities, the following order of precedence applies:

- (i) The main body of this Agreement;
- (ii) The Software License Agreement as to matters pertaining to software licensing;
- (iii) The Lane County Provisions;
- (iv) Payment Schedule as to matters pertaining to when invoices are to be sent
- (v) The Motorola Proposal; and
- (vi) The terms and conditions of the HGAC Contract. .

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "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.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "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.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

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

2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

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

2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. For non-system purchase and sale transactions (such as the purchase and sale of products only or products plus incidental services), the "Warranty Period" means one (1) year from the date of shipment.

Section 3 SCOPE OF AGREEMENT AND TERM

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

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

3.3. TERM. Unless 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 expiration of (i) the Warranty Period or (ii) the rights under Section 3.4 below, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available and related services. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within 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 Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. 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 Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software maintenance or upgrade services. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to the maintenance, support or software services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **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.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement.

3.8. **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.

Section 4 PROJECT SCHEDULE

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

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$459,863. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within 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. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

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

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

Lane County Sheriff's Office
125 E. 8th Avenue
Eugene, OR 97402

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

Central Lane Communications
1735 W 2nd Avenue
Eugene, OR 97402

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

Central Lane Communications
1735 W 2nd Avenue
Eugene, OR 97402

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

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. 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 work sites 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 Project Schedule and Statement of Work. Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work 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.

6.3. 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, Project Schedule, or both, by a change order.

Section 7 TRAINING

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

Section 8 SYSTEM ACCEPTANCE

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

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for 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 will not postpone System Acceptance or Subsystem Acceptance, but will be corrected according to a mutually agreed punch list schedule.

8.3. BENEFICIAL USE. 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.

8.4 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 means of a Final Project Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

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

9.2. 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 within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; 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.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only,

and are not assignable or transferable without Motorola's prior written consent which will not be unreasonably withheld.

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

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. 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 Project Schedule for a time period that is reasonable under the circumstances.

10.2. **PROJECT SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Project Schedule, the Parties will execute a change order to extend the Project 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 11 DISPUTES

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

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed (i.e., Oregon).

11.2. **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 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 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.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). A Party may not unreasonably withhold consent to the mediator selection. 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 an executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE AND JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party 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.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 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 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes 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.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of 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.

Section 13 INDEMNIFICATION

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

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

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent 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.

13.3.2. 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.

13.3.3. 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.

13.3.4. This Section 13 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 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

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

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **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.

Section 16 GENERAL

16.1. **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 twenty (20) 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.

16.2. **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.

16.3 **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.

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

16.5. **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.

16.6. **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.

16.7. 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, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, 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 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.

16.8. 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 shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express or UPS), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.

Attn: _____

fax: _____

Customer

Attn: Jim Marks

(541) 682-4384

E-Mail jim.marks@co.lane.or.us

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

16.10. 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.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. 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. 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 by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support 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.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any

payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

17. **INSURANCE.** Motorola maintains insurance coverage that its Insurance Department, in conjunction with its internal and external advisors and brokers, deem adequate to protect Motorola. Upon request, Motorola will provide to Customer a Certificate of Insurance on the standard Acord 25 form and will list Customer as an additional insured. In addition, Motorola will comply with Lane County's insurance requirements, a copy of which is attached, but modified as follows:

- a. As used herein, the term "Agent" means a person who is not an officer or employee of the County but who has been appointed by the County to perform a governmental function on behalf of the County and is acting within the course and scope of his or her agency duties.
- b. Motorola's Professional Errors & Omissions policy is a claims made policy; the promised limits are \$1,000,000 per claim. The word "or" replaces the "/".
- c. **Additional Insured Clause.** Motorola has provided to the County the 2015-2016 blanket additional insured endorsements for the CGL and Business Auto Liability policies. In line two of this clause, the word "name" is replaced with the word "include". The words "on any insurance policies required herein" are stricken because the additional insured protection applies only for the CGL and Business Auto Liability policies. The second sentence is changed to read, "The additional insureds must be included as an additional insured by blanket endorsement, and Motorola will provide cancellation notices to the Lane County department who originated the contract. The word "Non-contributory" is stricken from the last sentence.

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

Motorola Solutions, Inc.

**Customer
Lane County, Oregon**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Lane County, Oregon ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms

and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

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

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

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

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

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

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

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

13.8 SECURITY. Motorola 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.

LANE COUNTY PURCHASE ORDER STANDARD TERMS & CONDITIONS

(Effective Date: 02-01-2002)

DEFINITIONS: CONTRACT means the entire written agreement between the parties, including but not limited to the Request for Quotations and its specifications, terms and conditions; instructions to bidders; change notices, if any; the accepted bid; and the Purchase Order or price agreement document; CONTRACTOR means a person or organization with whom Lane County has contracted for the purchase of goods or services. The terms "Contract" and "Purchase Order" as used in the following terms and conditions are synonymous; ORS means the Oregon Revised Statutes; and COUNTY means Lane County, a political subdivision of the State of Oregon.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written consent of the County.

ASSIGNMENT/SUCCESSORS IN INTEREST: Contractor shall not assign, transfer, or subcontract rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the County. No such written approval shall relieve Contractor of any obligations of this contract, and both Contractor and any transferee shall remain liable to the County as if no such assignment had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

COMPLIANCE WITH LAWS: Contractor shall comply with all federal, state and local laws, regulations and ordinances applicable to the goods and or services to be purchased under this contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract termination. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor. Lane Manual 21.130, containing language required to be in all public contracts, is specifically incorporated by reference as if fully set forth. Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules and regulations. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

HOLD HARMLESS: Contractor agrees to indemnify, defend and hold the County, its commissioners, agents officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings lawsuits and judgments arising out of or resulting from the Contractor's performance of or failure to perform this contract.

WARRANTIES: Unless otherwise stated, all equipment shall be new current model and carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All warranties shall run to the County.

DELIVERY: Deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damages shall remain with Contractor until formal inspection and acceptance when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

PAYMENT: Payment for completion of County contracts are normally made within 30 days following the date the entire order is delivered or the date the invoice is received whichever is later. Please show the Purchase Order number on all invoices, shipments or correspondence regarding this order. County reserves the right to reject the invoice as noncompliant if the Purchase Order number is not included.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the County at times and places determined by the County. If the County finds goods furnished to be incomplete or not in compliance with specifications, the County may reject the goods and require Contractor to either correct them without charges or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the County, the County may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the County's rights as buyer.

TERMINATION: This contract may be terminated by mutual consent of both parties or by the County at its discretion. The County may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by the County. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted prior to termination by the County.

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The County may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

WAIVER/BREACH OF CONTRACT: Failure of the County to enforce any provision of this contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor the right to enforce any provision of this contract. Should Contractor breach any of the provisions of this contract, the County reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages incidental and consequential suffered by County as a result of Contractor's breach of contract. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification as a bidder on County contracts.

REMEDIES: This contract shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this contract shall be conducted in the courts of the State of Oregon.

STANDARD & SPECIAL TERMS and CONDITIONS: The terms and conditions on this page are standard to County Purchase Orders for the purchase of goods and services. There may also be special terms and conditions in specifications that apply only to this Purchase Order. In the event of a conflict between the standard and special terms and conditions, the latter take precedence.

DRUG TESTING PROGRAM: If Order is for a public improvement, contractor shall demonstrate that it has an employee drug-testing program in place. Contractor shall demonstrate by certifying that an employee drug-testing program is in place at the time executing the contract and that such a program will be maintained throughout the contract period including any extensions. Failure of the contractor to certify, to have, or to maintain such a drug testing program is grounds for rejection of a bid or immediate termination of the contract. Lane County shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. Lane County shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this contract. These are contractor's sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against the County.

MATERIAL DATA SAFETY SHEETS (MSDS): Send all Material Safety Data Sheets With delivery. (OAR 437)

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses must be included expressly or by reference in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from Contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(6) With certain exceptions listed below, Contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases Contractor shall pay the person at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, Contractor shall pay a laborer at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (6) does not apply to contracts for purchase of goods or personal property.

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

COMMERCIAL GENERAL LIABILITY The insurance shall include:

Policy must include:

- Commercial General Liability
- Damage to Rented Property (\$50,000)
- Medical Expenses (\$5,000)
- Personal and Advertising (Same as per occurrence)
- Products/Completed Operations (Same as per occurrence)

POLICY LIMITS

- \$2 million per occurrence/\$3 million aggregate
- \$2 million per occurrence/\$4 million aggregate
- \$ Amount approved by risk and required by contract

Aggregate limits:

- Per Policy (most contracts)
- Per Project (construction contracts)

FORM All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

AUTOMOBILE LIABILITY insurance with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

LIMITS

- \$2 million combined single limit per accident for bodily injury and property damage
- \$ Amount approved by risk and required by contract

PROFESSIONAL LIABILITY insurance – with limits not less than \$2,000,000 (\$1,000,000 per occurrence minimum when required). Policy must provide tail/continuous coverage for 24 months from the end of the project.

POLLUTION LIABILITY INSURANCE – with limits not less than \$ 1 million per occurrence. Coverage must be continuous for 24 months from the end of the project.

ADDITIONAL INSURED CLAUSE The general and auto liability insurance coverage's required for performance of this contract shall be **endorsed** to name Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by endorsement**, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY Limits of \$500,000 Limits of \$1 million

FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit per employee. (\$10,000 minimum when required)

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-3971.

SECTION 10

PRODUCT LITERATURE





UTILIZING ISSI TO CONNECT RADIO USERS ACROSS MULTIPLE P25 NETWORKS

PROJECT 25 NETWORK INTEROPERABILITY

Both planned events and sudden emergencies may require close cooperation among public safety entities to protect lives and property. First responders must be ready to deploy swiftly and effectively away from home base. Are your communication networks ready to do the same?

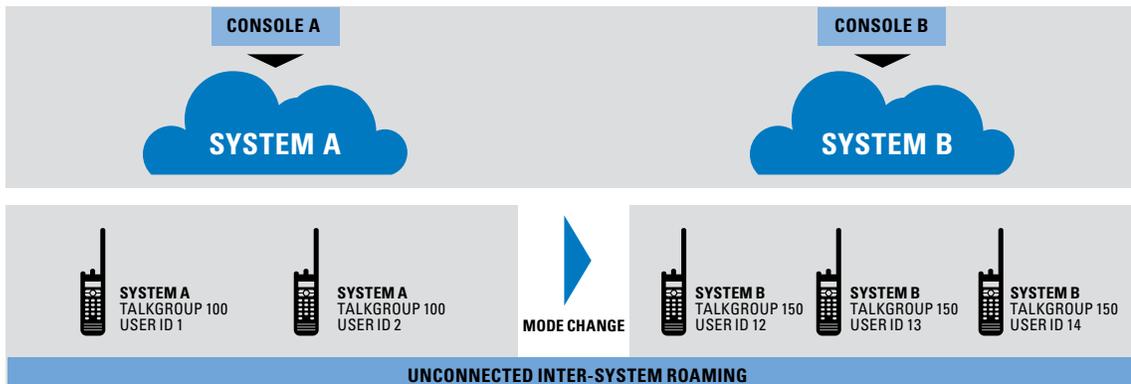
With emerging ISSI technology, your Project 25 (P25) system can provide enhanced support for radio users who roam beyond their home networks, whether you are sending help to other jurisdictions or welcoming personnel from other agencies to your community. ISSI can interconnect P25 trunked systems over a large geographic area, allowing dispatchers, commanders, and responders to talk on the same interoperability talkgroups even if they are working hundreds of miles apart.

INTEROPERABILITY DURING THE INCIDENT SCENE...STAY CONNECTED BACK TO HOME NETWORK

When the big storm hits...when another department needs backup...when the task force springs into action...interoperability truly becomes a matter of life and death. First responders must be able to communicate across multiple agencies and jurisdictions to effectively coordinate a joint response. This is why public safety agencies are investing in P25 standards compliant networks. One of the well-known advantages of P25 is that users with P25 radios can roam onto other P25 networks. This is invaluable when first responders assist another jurisdiction. Personnel from multiple networks who are working at the scene of an incident can talk to each other and communicate with the dispatchers and commanders on the local network.

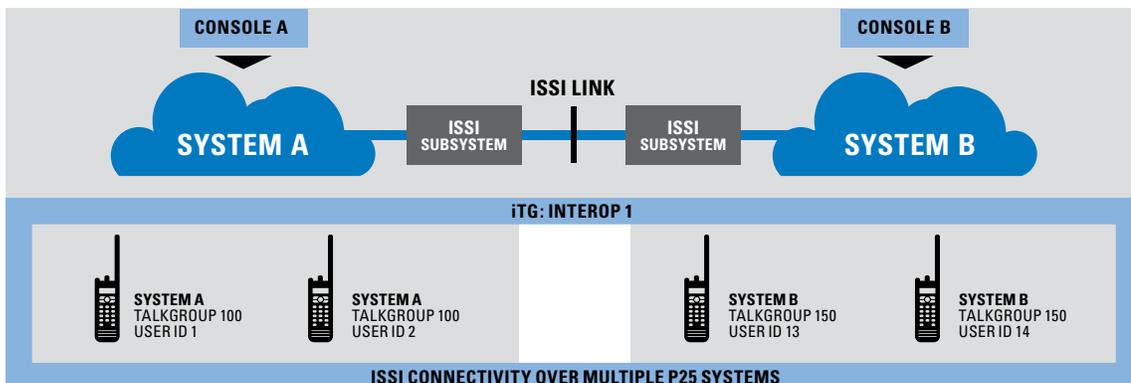
UNCONNECTED SYSTEMS

Users who roam outside the coverage area of their home networks lose contact with commanders, dispatchers, and coworkers back at home base. This is a worrisome situation for commanders who would prefer to stay in touch with personnel no matter where they've been assigned. While working on another agency's network, they'll be out of touch with the home network.



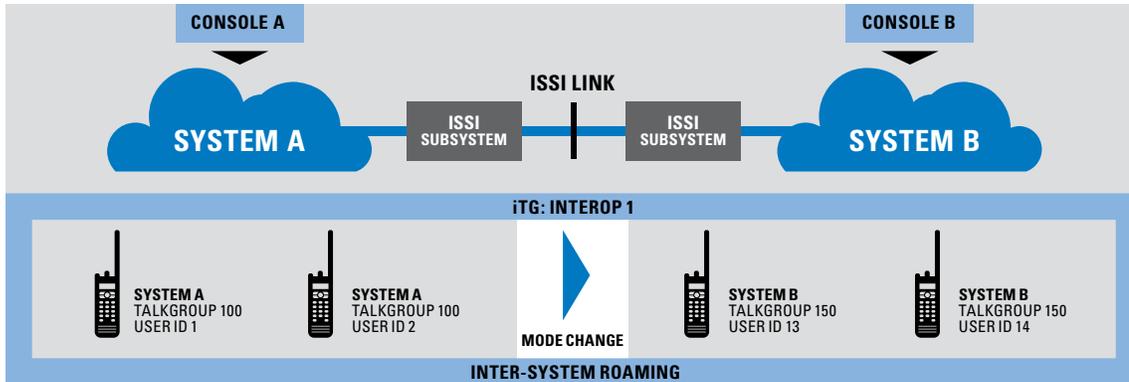
CONNECTED REMOTE SYSTEMS

New technology known as ISSI forms the connection between P25 trunked systems. Dispatchers stay in touch with personnel across any distance and agencies on separate networks can establish direct radio contact to better coordinate activities when every second counts.



CONNECTED OVERLAPPING COVERAGE SYSTEMS

ISSI allows two systems that share overlapping coverage to create a connection. This allows dispatchers from each system to have visibility to their home users and visiting users. When their home users go roam onto the other system the dispatcher continue to maintain visibility.



“ No man, woman, or child should ever lose his or her life because public safety responders could not communicate with each other.”
Safecomprogram.gov

ISSI AND INTEROPERABILITY TALKGROUPS

The P25 Inter RF-Subsystem Interface (ISSI) is a standards based wireline interface, which builds upon today’s P25 CAI (common air interface) standard. As a wireline interface, ISSI keeps all communications digitally vocoded and encrypted for high performance and security. ISSI gateways are being introduced by several vendors, including Motorola.

ISSI standard which allows P25 trunked systems to interconnect, enables agencies to:

- Connect P25 trunked systems together
- Different frequency bands
- Different geographic locations
- Different manufacturers’ P25 equipment (that supports ISSI)
- Different system IDs and user databases
- Maintain visibility across all connected networks, so personnel deployed to a distant location are still in contact with their home dispatchers and commanders.
- Maintain several call management features across systems, including group calls, emergency calls, and end-to-end encryption.
- Establish interoperability talkgroups (iTG) with users from any or all connected networks. Agencies can pre-configure iTG in accordance with emergency plans and activate them when needed.
- Dynamically configure iTG as necessary to support joint operations in fast-changing circumstances.

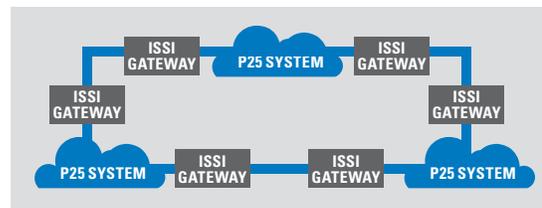
With ISSI, agencies can leverage the existing coverage areas of connected systems, which could span thousands of square miles. Meanwhile, agencies keep control over their own networks and internal communications. The ISSI link is always available and can be activated when interoperability is required.

CONNECTING SYSTEMS TOGETHER USING ISSI

For many agencies, the first step in ISSI networking will be to establish a connection with one other network. Each network owner invests in an ISSI gateway and the two entities agree to share the cost of the connecting link. This establishes interoperability for users on these two systems.



Agencies often need to connect to more than one agency for interoperability. The next step is to encourage other P25 systems to join the ISSI network. Adding a third network brings more agencies together – but it requires a total of six gateways and three connections.



SOLUTION BRIEF

PROJECT 25 NETWORK INTEROPERABILITY

MOTOROLA ISSI NETWORK GATEWAY OFFERS PROVEN INTEROPERABILITY

Motorola's ISSI gateway provides the hardware and software to establish an ISSI connection between one P25 network and any other ISSI-equipped P25 network.

Federal Funding can apply to both self managed ISSI gateways and managed ISSI gateways. Public safety can apply for funding under grants such as:

- Department of Homeland Security Grants
 - State Homeland Security Grant Program
 - Emergency Management Grant Program
 - Emergency Operations Center Grant Program
- Department of Justice Grants
 - Byrne JAG Grant Program
 - Byrne Discretionary Grant Program
 - COPS Technology Grant Program

TECHNOLOGY THAT'S SECOND NATURE™ FROM A VENDOR WHO UNDERSTANDS THE POTENTIAL OF ISSI FOR PUBLIC SAFETY

Taking full advantage of ISSI is easier with a vendor who has a track record with public safety. Motorola is a leader in implementing P25 systems, with over 200 ASTRO® 25 systems in operation worldwide and over 1.7 million subscribers. Motorola has provided managed service solutions for over 125 customers around the globe, including some engagements that have lasted as long as 25 years.

Only Motorola enables agencies to confidently take the next step in mission critical communications. Motorola helps agencies move beyond the basics to achieve the most reliable and innovative wireless solutions that help to save lives and protect communities. These technologies are delivered seamlessly into the hands of first responders: simply, reliably, and without distracting them from their work. This is technology that's second nature, and you can look to Motorola to make it happen for your organization.

For more information about Motorola ISSI Product Offerings, please visit motorola.com/Project25 or contact your Motorola representative.

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. motorola.com/Project25

MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2012 Motorola Solutions, Inc. All rights reserved. RO-26-1015A



**MEMORANDUM OF UNDERSTANDING
LRIG, Linn County, and Lane County Responsibilities for
P25 RF Subsystem Interface ("ISSI")**

BETWEEN: Lane Radio Interoperability Group (LRIG)

AND: Linn County

AND: 7-County Regional Interoperable Radio System (SW7)

AND: Lane County, acting through its Sheriff's Office

EFFECTIVE DATE: March 1, 2016

RECITALS

- A.** Lane County, the City of Eugene, the City of Springfield, and the Eugene Water and Electric Board comprise the Lane Radio Interoperability Group (LRIG), which together share and jointly operate a regional interoperable radio system (System).
- B.** Linn County participates with LRIG in the use and operation of the System.
- C.** The System is dependent upon the 7-County Regional Interoperable Radio System (SW7) P25 Master Switch, microwave, fiber and leased circuits, which were established and are maintained and operated by Benton, Coos, Curry, Douglas, Josephine, Lane and Linn Counties.
- D.** Lane County has been designated the fiscal agent by the LRIG parties, and is authorized, in part, to review and execute contracts that relate to the LRIG System and that are approved by the LRIG governance committee.
- E.** Lane County is the current Executive Authority designated by the SW7, and is authorized, in part, to review and execute contracts that relate to the SW7 System.
- F.** Pursuant to the authority of the State Interoperability Executive Council, one-time limited funding has been authorized by the Oregon Department of Transportation (ODOT) for installation and maintenance of a P25 RF Subsystem Interface (ISSI) between the Harris P25 Network Switching Center operated and maintained by ODOT (State Master Switch) and the SW7 P25 Master Switch.
- G.** LRIG, Linn County, Lane County, and SW7 desire to cooperate to accept the ODOT funding and contract for the installation and maintenance of the ISSI.

- H. Lane County is willing to enter into agreements with ODOT and Motorola Solutions, Inc. that are necessary to implement the installation and maintenance of the ISSI, on its own behalf as well as for the benefit of the other LRIG, Linn County, and SW7 agencies.

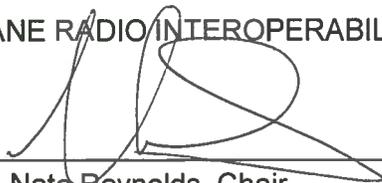
AGREEMENT

1. Lane County, acting through its Sheriff's Office, will enter into an agreement, in substantially the form attached to this Memorandum of Understanding (MOU) as Exhibit A, under which Lane County will agree to implement the ISSI in accordance with the terms of that agreement.
2. Lane County, acting through its Sheriff's Office, will enter into an agreement with Motorola Solutions, Inc., for installation, testing, and maintenance of the ISSI in accordance with the requirements of the ODOT-Lane County agreement and the .
3. Lane County, acting through its Sheriff's Office, will provide such short-term funding as is necessary to implement the ISSI, to be reimbursed in full by ODOT under the ODOT-Lane County agreement.
4. LRIG and Linn County jointly agree to bear full responsibility for the discharge of all contractual obligations assumed by Lane County under the following agreements including but not limited to:
 - a. Intergovernmental Agreement for Interoperability Oregon Department of Transportation and Lane County for the SW7, "Terms of Agreement, "2. Project," and "4. Agency Obligations,"
 - b. Amendment Number Intergovernmental Equipment and Bandwidth Use Agreement (Exhibit B), Exhibit E – ISSI Development Agreement, "1. Lane County Responsibilities,"
 - c. Motorola Solutions, Inc. ISSI 8000 Interoperability Solution Offer For Sale (Exhibit C), "Statement of Work, 4.2 Lane County Responsibilities," and "Contractual Documentation, Section 4, Project Schedule; Section 6, Sites and Site Conditions; Section 7, Training; Section 8, System Acceptance."
5. SW7 will allow the ISSI devices to become part of the SW7 Master Site and will adjust its rates accordingly to account for any additional overheads associated with the ISSI operation.

SIGNATURE PAGE TO FOLLOW

SIGNATURES

LANE RADIO INTEROPERABILITY GROUP (LRIG)



Lt. Nate Reynolds, Chair
Lane Radio Interoperability Group

Date: 022416

LINN COUNTY



Donald Messick, Captain
Linn County Sheriff's Office

Date: 02/26/16

7-COUNTY REGIONAL INTEROPERABLE RADIO SYSTEM (SW7)



Sheriff Byron Trapp
Executive Authority for SW7

Date: 03-01-2016

LANE COUNTY



Sheriff Byron Trapp
Executive Authority for SW7

Date: 03-01-2016