

ADDENDUM TO MOTOROLA SOLUTIONS, INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Motorola Solutions, Inc., ("Motorola"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Motorola's Quote (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of specified radio equipment (the "Services"); and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Cooperative Purchasing.** Motorola shall provide product and/or services in accordance with H-GAC Contract Number RA-05-18, incorporated by reference and attached as Exhibit "B."
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
3. **Limit of Appropriation.** Motorola clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Sixty-Six Thousand, Three Hundred Twenty-Two and 72/100 dollars (\$66,322.72), specifically allocated to fully discharge any and all liabilities County may incur. Motorola does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Motorola may become entitled to and the total maximum sum that County may become liable to pay to Motorola shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Six Thousand, Three Hundred Twenty-Two and 72/100 dollars (\$66,322.72).
4. **Confidential Information.** Motorola expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked

as such provided to County by Motorola shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Motorola for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Motorola in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Motorola verifies Motorola does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Motorola represents pursuant to § 2252.152 of the Texas Government Code, that Motorola is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
8. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, MOTOROLA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
11. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and

reasonably and not more strictly against the drafting party than the nondrafting party.

12. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

13. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

14. **Successors and Assigns.**

- a. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
- b. Motorola shall not assign, sublet or transfer its interest or obligations in and under this Agreement without the prior, written consent of County.
- c. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

15. **Compliance with Laws.** Motorola shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Motorola shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

16. **Termination.**

16.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

16.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If Motorola fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If Motorola materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

16.3. If, after termination, it is determined for any reason whatsoever that Motorola was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 16.1 above.

16.4. Upon termination of this Agreement, County shall compensate Motorola in accordance with § 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Motorola's final invoice for said services will be presented to and paid by County in the same manner set forth in § 2 above.

16.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Motorola.

17. **Grant Funding.** Motorola understands that and acknowledges that this Agreement may be totally or partially funded with federal funds. Motorola represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "C" attached hereto and incorporated herein for all purposes.

18. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
County Judge KP George

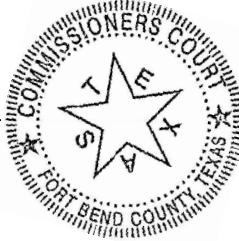
KP George
County Judge
1-5-2021

Date

ATTEST

Laura Richard

Laura Richard
County Clerk



MOTOROLA SOLUTIONS, INC.

Richard R Russek

Authorized Agent – Signature

Richard R Russek

Authorized Agent- Printed Name

Area Sales Manager

Title

12/09/2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 66,322.72 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: Motorola's Quote

Exhibit B: H-GAC Contract Number RA-05-18

Exhibit C: Federal Clauses

Exhibit A



7840 N. Sam Houston Pkwy W.
Houston, Texas 77064
Prepared by: Lloyd Waugh
(713) 578-0059

Fort Bend Co Sheriffs Office-Ruben Zavalla

8/31/2020

FORT BEND COUNTY SHERIFF'S OFFICE
HGAC CONTRACT: RA#05-18

				Package# APX6000-HCM2	
				APX6000 MODEL 2.5	
Item	Quant	Model	Description	HGAC Contract	Extended
1	16	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE	\$ 2,998.17	\$ 47,970.72
1a	16	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ -	\$ -
1b	16	H38	ADD: SMARTZONE OPERATION	\$ -	\$ -
1c	16	Q361	ADD: P25 9600 BAUD TRUNKING	\$ -	\$ -
1d	16	QA00580	ADD: TDMA OPERATION	\$ -	\$ -
1e	16	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$ -	\$ -
1f	16	Q947	ADD: RADIO PACKET DATA	\$ -	\$ -
1g	16	QA01767	ADD:LINK LAYER RADIO AUTHENTICATION	\$ -	\$ -
1h	16	QA00781	ADD: ALT: LIION 4200MAH IMPRES DELTA-T	\$ 35.00	\$ 560.00
1i	16	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7	\$ -	\$ -
1j	16	H885BK	ADD: 2 YR REPAIR SERVICE ADVANTAGE(3YR TOTAL)	\$ -	\$ -
1k	16	Q15	ENH: AES/ DES-XL/ DES-OFB ENCRYPTION	\$ 799.00	\$ 12,784.00
1l	16	Q498	ENH: MDC & ASTRO P25 OTAR W/ MULTIKEY	\$ -	\$ -
2	16	NNTN8860A	IMPRES SINGLE UNIT CHARGER	\$ 88.00	\$ 1,408.00
3	16	RLN6554A	RSM MISSION CRITICAL BLUETOOTH PACKAGE	\$ 225.00	\$ 3,600.00

Total \$ 66,322.72

Total	\$	66,322.72
HGAC Fee (PAID)	\$	994.84
TAX		EXEMPT
SHIPPING		FREE
TOTAL	\$	66,322.72

Exhibit B

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, 44th Floor, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Both parties warrant and assure that each possesses adequate legal authority to enter into this Agreement. The governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the respective parties to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2018 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit

those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H- GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid

or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis • Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of

knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of

its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H• GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

DocuSigned by:
Signature
Travis Boettcher
970050FB3ADC4F5...

Name Travis Boettcher

Title vice President

Date 7/25/2018

H-GAC

DocuSigned by:
Signature
Chuck Wemple
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date
7/24/2018

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

18-00196

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the **END USER**.

EXCEPTION: This clause shall not be applicable to the sale of large communications systems (one

million dollars (,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER**'s payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and End User at the time End User's purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

- a. **General liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a General Aggregate limit of ,000,000.

Product liability insurance with a Single Occurrence limit of at least ,000,000.00, and a

General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is ,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-18

H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price
NA	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue for our equipment on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
	<i>Motorola Solutions offers this extensive on-line program called Motorola Solutions On-Line that allows each H-GAC end the user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
NB	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
NC	Mobile Command Interoperable Communication Equipment & Services	
ND	Motorola Solutions Integration Services LMR	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	Project Management Daily Rate*	\$ 1,818.00
ND	System Engineering Daily Rate*	\$ 1,818.00
ND	System Technologist Daily Rate*	\$ 2,173.00
ND	Standard Shop Installation: Hourly Rate*	\$ 150.00
ND	Standard Shop Installation: Daily Rate*	\$ 1,200.00
ND	Mobile Radio Installation*	\$180-\$500
ND	Radio Programming*	\$55-\$125
ND	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
ND	Motorola Solutions Integration Services Advanced Services	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
ND	Security Project/Program Management-Daily Rate*	\$1,694
ND	Wireless Security Technician-Daily Rate*	\$1,580
ND	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580

ND	Securiy Trainer-Daily Rate*	\$1,328
ND	Application Security Code Reviewer-Daily Rate*	\$2,033
ND	IT Incident Response and E-Discovery Assitance-Daily Rate*	\$1,694
ND	IT Disaster Recovery Planner-Daily Rate*	\$1,580
ND	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
ND	Buisness Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
ND	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
ND	Mobile Application Services Project Management-Daily Rate*	\$565
ND	Mobile Application Services System Engineer-Daily Rate*	\$565
ND	Mobile Application Services Solution Architech-Daily Rate*	\$2,033
ND	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
ND	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
ND	Application Integration and Customization Services System Engineer-Daily Rate*	\$1,694
ND	Application Integration and Customization Services Solution Architech-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
ND	Unified Communications Services Project Management-Daily Rate*	\$1,694
ND	Unified Communications Services System Engineer-Daily Rate*	\$1,694
ND	Unified Communications Services Solution Architech-Daily Rate*	\$2,033
ND	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
ND	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694
ND	Consulting Services Project Management-Daily Rate*	\$1,694
ND	Consulting Services System Engineer-Daily Rate*	\$1,694
ND	Consulting Services Solution Architech-Daily Rate*	\$2,033
ND	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
ND	Consulting Servics IP Network Design and Integration-Daily Rate*	\$2,033
ND	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
ND	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033

APC DISCOUNTS PER ECAT/MOL PRICEBOOK

020	CAD Equipment	List
039	CAD Equipment	10%
068	CAD Equipment	10%
232	CAD Equipment	10%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
472	CAD Equipment	10%
473	CAD Equipment	List
548	CAD Equipment	10%
702	CAD Equipment	10%

789	CAD Equipment	10%
797	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
138	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
170	Data Subscriber Devices	15%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
139	Dispatch Solutions	List
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	14%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
551	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%

708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
272	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
298	Infrastructure Repair	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List
904	Lifecycle Services	List
905	Lifecycle Services	List

051	LTE	10%
051	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
171	LTE	10%
375	LTE	List
708	LTE	10%
941	LTE	15%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
133	Misc. Equipment	15%
299	Misc. Equipment	15%
629	Misc. Equipment	10%
682	Misc. Equipment	20%
887	Misc. Equipment	18.50%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	10%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
466	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	20%
500	Mobile Stations	25%
511	Mobile Stations	10%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
681	Mobile Stations	25%

761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	20%
422	MOTOTRBO	20%
475	MOTOTRBO	20%
516	MOTOTRBO	20%
557	MOTOTRBO	10%
563	MOTOTRBO	20%
777	MOTOTRBO	20%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
001	Portable Radiophone (Portables)	20%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
032	Portable Radiophone (Portables)	20%
037	Portable Radiophone (Portables)	20%
087	Portable Radiophone (Portables)	10%
128	Portable Radiophone (Portables)	20%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
206	Portable Radiophone (Portables)	20%
209	Portable Radiophone (Portables)	20%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
446	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	25%
456	Portable Radiophone (Portables)	20%

458	Portable Radiophone (Portables)	25%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
477	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	25%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
579	Portable Radiophone (Portables)	25%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	25%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25%
756	Portable Radiophone (Portables)	25%
778	Portable Radiophone (Portables)	20%
785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
986	Portable Radiophone (Portables)	List
		List
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List

769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
206	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
085	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
085	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
218	Wireless Mobility	15%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%
	Package Discounts - Packages for System 01A7	List
	Package Discounts - Packages for System 03BA	List
	Package Discounts - Packages for System 1027	List



Houston-Galveston Area Council

August 1, 2018

RE: Clarification to Cooperative Agreement – Motorola Solutions, Inc.

This is to clarify that ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE in the SPECIAL PROVISIONS of the above referenced Agreement should read as follows:

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to the sale of large communications systems (one million dollars (1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

Further, ARTICLE 8: INSURANCE is clarified to read:

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

- a. **General liability** insurance with a Single Occurrence limit of at least 1,000,000.00, and a General Aggregate limit of 2,000,000.00.
Product liability insurance with a Single Occurrence limit of at least 1,000,000.00 and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see section B of the Bid/Proposal Specifications.
Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

Sincerely,



Ronnie O. Barnes
Director of Public Services

ROB/tm

Exhibit C

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL FUNDS

Motorola Solutions, Inc., (hereinafter “Contractor”), understands and acknowledges that this Agreement is totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Civil Rights Requirements.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Department of Justice and/or the Drug Enforcement Administration may issue.

2. Equal Employment Opportunity.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Department of Justice and/or the Drug Enforcement Administration may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor

agrees to comply with any implementing requirements the Department of Justice and/or the Drug Enforcement Administration may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Department of Justice and/or the Drug Enforcement Administration may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by Department of Justice and/or the Drug Enforcement Administration, modified only if necessary to identify the affected parties.

3. Prevailing Wage (Davis-Bacon) and Copeland Anti-Kickback Acts.

The Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

4. Copyright

Contractor will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)

5. Rights to Inventions Made Under a Contract or Agreement.

Contractor acknowledges that the Office of the Governor (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by Department of Justice and/or the Drug Enforcement Administration.

6. Clean Air.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report any violations to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Justice and/or the Drug Enforcement Administration and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of any facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities" to the County. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

7. Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Justice and/or the Drug Enforcement Administration and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report to the County the use of any facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities".

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Government-wide Debarment and Suspension.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions

contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance.

9. Access to Records, Audits and Reports and Retention.

The Contractor agrees to provide County, the DOJ, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other than third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until County, the DOJ, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

10. Program Fraud and False or Fraudulent Statement and Related Acts.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. apply to its actions pertaining to this Agreement. Upon execution of the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the Department of Justice and/or the Drug Enforcement Administration assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

11. Prompt Payment.

The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

12. Energy Policy and Conservation Act.

The Contractor must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

13. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

14. Resource Recovery.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Motorola Solutions, Inc.
 Cypress, TX United States

Certificate Number:
 2020-697887

Date Filed:
 12/10/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 01/05/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 10902
 HGAC-RA05-18A

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)