THIRD AMENDMENT TO AGREEMENT 12-540

WITNESSETH:

Whereas, COUNTY and CONTRACTOR entered into Agreement Number 12-540 effective October 1, 2011 (hereinafter, the "Agreement") whereby CONTRACTOR agreed to provide hardware and software upgrades to COUNTY's Public Safety Information System ("PSIS") equipment, as well as maintenance and support for PSIS; and

Whereas, COUNTY and CONTRACTOR amended Agreement Number 12-540 with the FIRST AMENDMENT on April 22, 2014 after replacing an existing server with an upgraded server and increasing maintenance and support costs necessitated by installation of new server; and

Whereas, COUNTY and CONTRACTOR amended Agreement Number 12-540 with the SECOND AMENDMENT on December 6, 2016 extending the term for the maintenance and software support of Public Safety Information System equipment; and

Whereas, COUNTY and CONTRACTOR now desire to amend the Agreement to extend term and provide for maintenance and support costs of the current system.

Now, therefore, in consideration of their mutual promises, the parties hereto agree to amend the Agreement as amended as follows:

- Exhibits A-2, B-2, C-2, D-2, E-2 to the existing Agreement as amended are replaced, respectively, with Exhibits A-3, B-3, C-3, D-3, E-3, which are contained in Attachment 1 hereto and incorporated herein by reference.
- "Section 1 EXHIBITS" on Page One (1) of the Agreement, is deleted in its entirety and replaced with the following:

"The Exhibits listed below are incorporated into and made part of this

Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A-3 Covered Products, Support Options and Pricing

Exhibit B-3 Customer Support Plan

Exhibit C-3 Labor Rates

Exhibit D-3 Self-Dealing Transaction Disclosure Form

Exhibit E-3 Memorandum of Insurance"

3. Attachment 1, Page 1, which is dated June 13, 2018, contains language purporting to amend language in the Agreement, in the paragraph entitled "5.1". The language contained within this THIRD AMENDMENT supersedes that language and instead the language in paragraph 5.1 of the Agreement as amended, on Pages Eight (8) through Nine (9) is deleted and replaced with the following:

"Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit. The term prices shown in the Covered Products, Support Options and Pricing Exhibit will be invoiced annually in advance of the period of service. Customer affirms that a purchase order or notice to proceed is not required for the duration of this services contract. Subject to the second and third sentences of Section 3.2 of this Agreement, and Section 7 of this Agreement, Customer will appropriate funds each year through the contract end date. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Payments when due, will be in the form of a check,

cashier's check, or wire transfer drawn on a United States financial institution. Motorola's annual maintenance and support pricing for Motorola products increases each year 5% over the previous term's pricing. Third-party products will increase annually based on a current vendor supplied maintenance and support quote. This section is subject to Sections 3.2 and 7."

4. Section 3.2 on page 3 of the Agreement as amended is deleted in its entirety and replaced with the following:

"The Term of this Agreement begins October 1, 2011 (the Start Date) and ends August 31, 2023. This Agreement may be terminated for any reason, or no reason at all, by either party providing written notice of termination to the other not less than thirty (30) days before each annual anniversary of the Start Date. Otherwise, this Agreement may only be terminated as set forth in Section 7 herein below."

5. Section 5.5 on page 7 of the existing Agreement as amended is deleted in its entirety and replaced with the following:

"In no event shall goods, services, maintenance or support provided under this Agreement be in excess of \$6,649,932 for the multi-year term of this Agreement unless amended and approved by the County of Fresno Board of Supervisors."

6. Section 6 "LIMITATION OF LIABILITY", Subsection 1, which consists of one indented paragraph on Page Seven (7) of the Agreement as amended (the second to last paragraph on Page Seven (7)), is deleted and replaced with the following:

"During the term of this Agreement, Motorola will maintain insurance consistent with the attached Memorandum of Insurance (Attached Memorandum of Insurance Exhibit E-3). Promptly after this Agreement is executed or amended, or within thirty (30) days of any request made by Customer, Motorola will provide to Customer an Accord Form Certificate of

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Insurance consistent with the coverage types and limits shown in the Memorandum of Insurance; the County of Fresno will be listed as the certificate holder."

7. The Reference to "Exhibit F" in "Section 11. "SELF-DEALING TRANSACTIONS" of the Agreement as amended is deleted and replaced with "Exhibit D-3".

This THIRD AMENDMENT will be effective as of September 1, 2018. COUNTY and CONTRACTOR agree this THIRD AMENDMENT is sufficient to amend the Agreement as amended, and that upon execution of this THIRD AMENDMENT, the Agreement as amended, and this THIRD AMENDMENT, shall together be considered the Agreement.

11

//

2	AMENDMENT as of the day and year first h	ereinabove written.
3		
4	CONTRACTOR	COUNTY OF FRESNO
5	(Authorized Circular)	Sel mintero
6	(Authorized Signature)	Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno
	Chris Carroll, MSSSI VP & Director of Sales	
7	Print Name & Title	
8	7237 Church Ranch Blvd, Suite 206	_
9	Westminster, CO 80021	_
10	Mailing Address	ATTEST: Bernice E. Seidel
11		Clerk of the Board of Supervisors
12		County of Fresno, State of California
13		
14		
15		D. C. R'ala
16		By: Susan Kishop Deputy
17	FOR ACCOUNTING USE ONLY:	
18	ORG No.:3111 Account No.:7205	
19	Requisition No.:	
20		
21		
22		
23		
24		
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26		
77		

IN WITNESS WHEREOF, the parties hereto have executed this THIRD

28



June 13, 2018

Mr. Josh Mikow County of Fresno on behalf of Fresno County Sheriff's Office 2200 Fresno Street Fresno, CA 93721

RE:

Extension to Maintenance and Support Agreement: 361

Product: Offendertrak™

Dear Mr. Mikow:

By means of this letter, Motorola Solutions, Inc. hereby extends Fresno County Sheriff's Office maintenance and support agreement as referenced above. Enclosed is one (1) copy of the updated Exhibits for the period **September 1, 2018** through **August 31, 2023** as follow:

•	Exhibit A-3 Covered Products, Support Options and Pricing	Pages 1-3
•	Exhibit B-3 Customer Support Plan	Pages 4-20
•	Exhibit C-3 Labor Rates	Pages 21-22
•	Exhibit D-3 Self-Dealing Transaction Disclosure Form	Pages 23-24
	Exhibit E-3 Memorandum of Insurance	_

The following paragraph is being amended into your existing agreement effective September 1, 2018:

5.1 Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit. The term prices shown in the Covered Products, Support Options and Pricing Exhibit will be invoiced annually in advance of the period of service. Customer affirms that a purchase order or notice to proceed is not required for the duration of this services contract and will appropriate funds each year through the contract end date. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Payments when due, will be in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution. Motorola's annual maintenance and support pricing for Motorola products increases each year 5% over the previous term's pricing. Third-party products will increase annually based on a current vendor supplied maintenance and support quote. This section is subject to Sections 3.2 and 7.

Please indicate acceptance of this extension by signing the acceptance block below and returning one copy to Ron Harman's attention by e-mailing it to ron.harman@motorolasolutions.com on or before September 1, 2018. Failure to return this fully executed letter on or before September 1, 2018 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact Ron Harman directly at (916) 605-9544 or by e-mailing ron.harman@motorolasolutions.com.

Sincerely,

Christine Lay

Christine Lay

Contracts Manager

Motorola Solutions, Inc.



RE:

Extension to Maintenance and Support Agreement: 361

Product: Offendertrak™

Accepted by:

Name: Chris Carroll

MOTOROLA SOLUTIONS, INC.

COUNTY OF FRESNO ON BEHALF OF FRESNO

COUNTY SHERIFF'S OFFICE

Name:

Title: MSSSI Vice President & Director, Sales __Title: __Chairperson, Board of Supervisor

Date: June 13, 2018

July 10, 2018 Date:

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors County of Fresno, State of California

Deputy



Exhibit A-3 COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT TERM: 9/1/2018-8/31/2023 (5 years) County of Fresno on behalf of **CUSTOMER AGENCY** Fresno County Sheriff's Office County of Fresno **BILLING AGENCY** P.O. Box 1788 Address 2220 Fresno Street Address Fresno, CA 93721 Fresno, CA 93717 City, State, Zip City, State, Zip Josh Mikow **Contact Name Contact Name Accounts Payable** Contact Title Contact Title Telephone Number (559) 600-8121 Telephone Number Josh.Mikow@fresnosheriff.org **Email Address Email Address**

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding prompt by product

Site Identification Numbers

Product Group	Site Identification Number	Phone Prompt	
Offendertrak™	PSA385200_(OFF)	2, 6, 4	

Standard Services Include:

Customer Support Plan Virtual Private Network VPN Tool, if applicable

Case Management 24X7
Technical Support 9x5
Third-party Vendor Coordination
On-site Support (when applicable)
Software Releases, as defined
Access to Users Group Site

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Term Fees 9/1/18-8/31/19	Term Fees 9/1/19-8/31/20
	Offendertrak Server Module License		1		
	Offendertrak Per Bed License	24x7	3225	\$164,228.00	£470,420,00
	Lineup/Mugbook Module		1		
Offendertrak™	Bar Code Module		1		
Offender trak	Positive ID (1:1) Module		1	\$104,220.00	\$172,439.00
	Canteen Interface		1		
	VINE Interface		1		
	Cogent Interface (Livescan)		1	THE R. LEWIS CO., LANSING	
	MOTOROLA SUPPORTED	PRODUCTS	TOTAL	\$164,228.00	\$172,439.00

Product	Description	Technical Service Level	Qty	Term Fees 9/1/20-8/31/21	Term Fees 9/1/21-8/31/22
	Offendertrak Server Module License		1		
	Offendertrak Per Bed License		3225	\$181,061.00	6100 114 00
	Lineup/Mugbook Module	24x7	1		
Offendertrak™	Bar Code Module		1		
Onendenrak	Positive ID (1:1) Module		1	\$101,001.00	\$190,114.00
	Canteen Interface		1		
	VINE Interface		1		
	Cogent Interface (Livescan)		1		
	MOTOROLA SUPPORTED	PRODUCTS T	TOTAL	\$181,061.00	\$190,114.00



Exhibit A-3 Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT

361

TERM: 9/1/2018-8/31/2023 (5 years)

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Term Fees 9/1/22-8/31/23
	Offendertrak Server Module License		1	
	Offendertrak Per Bed License		3225	
	Lineup/Mugbook Module		1	
Offen deutsch TM	Bar Code Module	247	1	\$199,620.00
Offendertrak™	Positive ID (1:1) Module	24x7	1	
	Canteen Interface		1	
	VINE Interface		1	
	Cogent Interface (Livescan)		1	
	MOTOROLA	SUPPORTED PRODUCT	STOTAL	\$199,620.00

THIRD-PARTY VENDOR SUPPORTED PRODUCTS

Vendor	Description / Exhibit Reference	Vendor Service Level	Qty	Term Fees 9/1/18-8/31/19	Term Fees 9/1/19-8/31/20
Oracle Corp.	Oracle Database Standard Edition – Processor Perpetual for Offendertrak	24x7	2	\$3,478.00	\$3,478.00
	THIRD-PARTY VENDOR SUPPO	RTED PROD	UCTS	\$3,478.00	\$3,478.00

Vendor	Description / Exhibit Reference	Vendor Service Level	Qty	Term Fees 9/1/20-8/31/21	Term Fees 9/1/21-8/31/22
Oracle Corp.	Oracle Database Standard Edition – Processor Perpetual for Offendertrak	24x7	2	\$3,478.00	\$3,478.00
	THIRD-PARTY VENDOR SUPPO	RTED PROD	UCTS	\$3,478.00	\$3,478.00

Vendor	Description / Exhibit Reference	Vendor Service Level	Qty	Term Fees 9/1/22-8/31/23
Oracle Corp.	Oracle Database Standard Edition – Processor Perpetual for Offendertrak	24x7	2	\$3,478.00
	THIRD-PARTY VENDOR	SUPPORTED P	RODUCTS	\$3,478.00



Exhibit A-3 Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT

361

TERM: 9/1/2018-8/31/2023 (5 years)

Optional Services Available:

24X7 Technical Support

Users Conference Advance Purchase**

Professional Services Upgrades*

On-site Support Dedicated Resource

Hardware Refresh*

Professional Services Training

*Require Multi-year Agreement

US	ERS CON	IFERENCE ADVANCE	PURCHASE OPTION		
			Attendees	Qty	Fees
Users Conference Attendance	Year	2020-2023 (NONE)	Standard Attendance ¹	0	\$0.00
	110	F- 1	Registration Only	0	\$0.00

Standard Attendance Fees Includes the following:

- Registration fee
- Round trip travel for event (booked by Motorola)
- Hotel accommodations (booked by Customer Agency per Motorola website instructions)
- Ground Transportation (booked by Motorola)
- Daily meal allowance²

SUPPORT FEES SUMMARY

Product	Service Level	Term Fees 9/1/18-8/31/19	Term Fees 9/1/19-8/31/20	Term Fees 9/1/20-8/31/21
Offendertrak ™	24x7	\$164,228.00	\$172,439.00	\$181,061.00
Multi	-Year Discount - 2%	(\$3,285.00)	(\$3,449.00)	(\$3,621.00)
Customer Satisfaction Discount		scount (\$7,820.00)	(\$16,031.00)	(\$24,653.00)
SUBTOTAL MOTO	ROLA SUPPORT	\$153,123.00	\$152,959.00	\$152,787.00
Oracle Corp Oracle Software	24x7	\$3,478.00	\$3,478.00	\$3,478.00
SUBTOTAL THIRD PARTY SUPPORT		\$3,478.00	\$3,478.00	\$3,478.00
	GRAND TOTAL	\$156,601.00	\$156,437.00	\$156,265.00

SUPPORT FEES SUMMARY

Product	Service Level	Term Fees 9/1/21-8/31/22	Term Fees 9/1/22-8/31/23	5-Year Term Fees 9/1/18-8/31/23
Offendertrak™	24x7	\$190,114.00	\$199,620.00	\$907,462.00
Mult	-Year Discount - 2%	(\$3,802.00)	(\$3,992.00)	(\$18,149.00)
Customer Satisfaction Discount		(\$33,706.00)	(\$43,212.00)	(\$125,422.00)
SUBTOTAL MOTO	ROLA SUPPORT	\$152,606.00	\$152,416.00	\$763,891.00
Oracle Corp Oracle Software	24x7	\$3,478.00	\$3,478.00	\$17,390.00
SUBTOTAL THIRD PARTY SUPPORT		\$3,478.00	\$3,478.00	\$17,390.00
	GRAND TOTAL	\$156,084.00	\$155,894.00	\$781,281.00

¹ Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed

² Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.



Exhibit B-3 CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT 361 TERM: 9/1/2018-8/31/2023 (5 years)

CUSTOMER: County of Fresno on behalf of Fresno County Sheriff's Office

Introduction

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings
- II. Accessing Customer Support
- III. Severity Levels and Case Management
- IV. Responsibilities
- V. Customer Call Flow
- VI. Contacts

I. Service Offerings

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests		
Level 1	Selected 1 st call support, triage and resolution		
Level 2	Telephone and/or on-site support for normal technical requirement		
Level 3	High-level technical support prior to Engineering escalation		
Level 4	Engineering software code fixes and changes		

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.



II. Accessing Customer Support

The Motorola Solutions System Support Center Operations

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

- 1. Motorola System Support Center Toll Free Number
- 2. eCase Management through Motorola Online
- 3. Email Case Ticketing

Option 1 - Call Motorola Solutions System Support Center

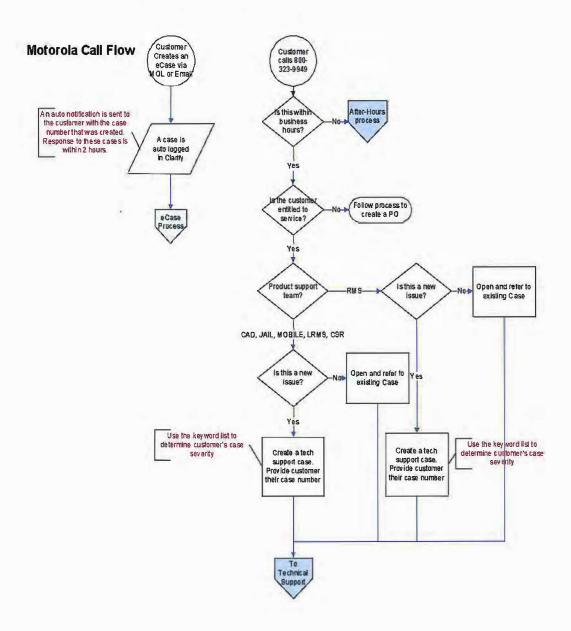
Call Motorola Solutions Toll free 800-323-9949

- Select from the auto attendant as follows:
 - Option 2 Technical Support of Infrastructure Products
 - Then select Option 6 Public Safety Applications
 - Next select the appropriate system type option
 - 1. CAD
 - 2. RMS, Records
 - 3. Mobile Applications
 - 4. Jail Management Systems
 - 5. Law Records (LRMS)
 - 6. Customer Service Request System (CSR)
 - 0. All Other Applications

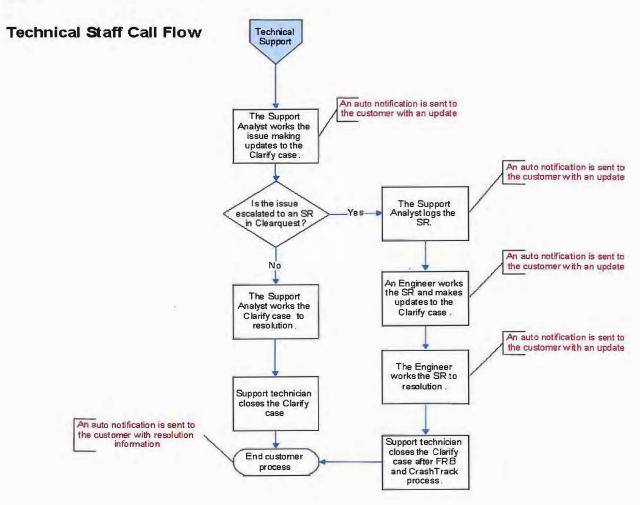
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.



Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.







How to Obtain Technical Support for Products

Action / Response

Step 1. Call the Motorola Solutions System Support Center 1-800-323-9949

Step 2. Select option 2 (Technical Support)

Step 3. Select option 6 (Public Safety Applications)

Step 4. Select product specific option

Step 5. Provide Site Identification Number (See Covered Products Exhibit for your agency's

Site Identification Numbers)

Step 6. Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call
	Time available for call back
	Email address

Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.		
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.		
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.		
Standard Response Time	RESPONSE See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days		

Step 8. Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure. To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure. To request case notifications, please contact your Support Manager.



Option 2 - Submit a ticket via eCase Management from Motorola On-Line

Motorola Online eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola Solutions Online Account

To set up a Motorola Solutions On-Line account, please visit https://businessonline.motorolasolutions.com and follow the directions on the link for "Sign Up Now."

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a Public Safety customer seeking access to eCase Management. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions Online account set up. In approximately 4-5 business days an additional email will be sent which includes details about your Online account.

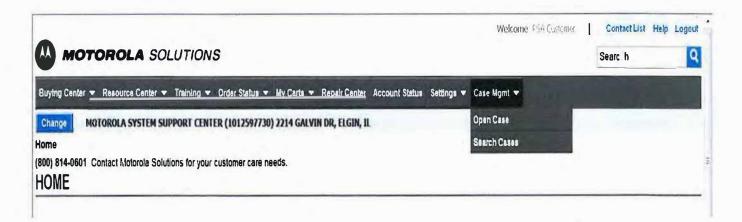
Accessing the Technical Case Management web site

Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at <u>businessonline.motorolasolutions.com</u> with your user ID and password, click on the **Contact Us Open Case**, and select **System Support Issue** from the Issue Type drop-down.

Primary Features of Online Technical Case Management

Motorola customers have three main functions available through Motorola Online to manage their cases:

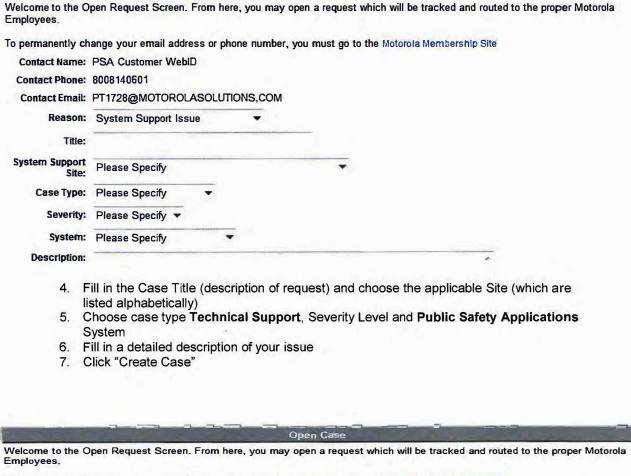
- A. Open new cases
- B. Search for existing cases and view details of the existing case
- C. Update existing cases by adding notes
 - A. Open a New Case
 - 1. Log into Motorola Solutions Online
 - 2. Click on the "Case Mgmt" O Open Case





3. Select the Reason Code = System Support Issue (and the page will automatically reload)

Open Case



Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorol Employees.

To permanently change your email address or phone number, you must go to the Motorola Membership Site

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Site:

System Support Site:

Case Type: Please Specify

Severity: Please Specify

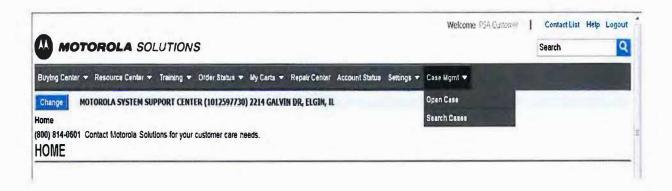
System: Please Specify

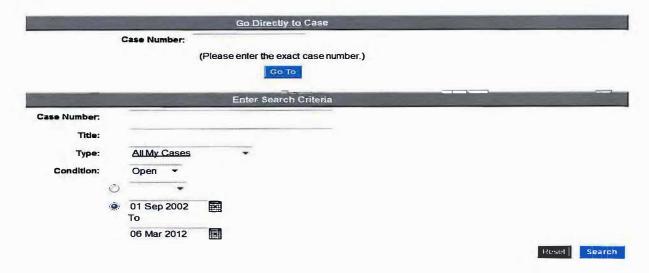
Description:

Create Case



- eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes "expand all" and "collapse all" buttons for case notes.
- B. Search for an Existing Case
 - 1. Log into Motorola Online
 - 2. Click on the "Case Mgmt" **②** Search Case
 - 3. Enter the exact case number or enter search criteria to find a range of tickets
 - 4. Click "Got To" or "Search"

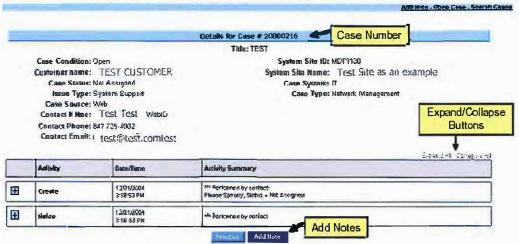






C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button



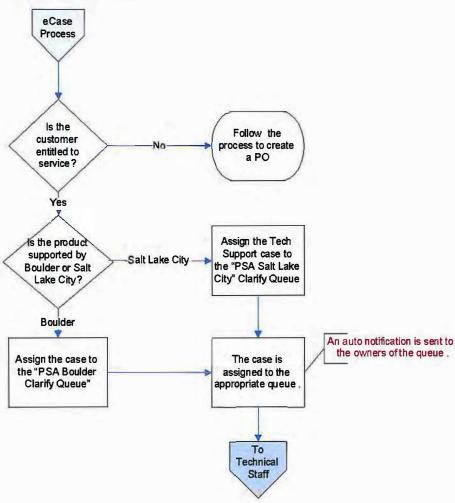
Motorola Solutions On-Line Support

- Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
- 2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
- When updating case notes, please provide contact information, which includes phone number, email, etc.
- 4. For questions on Motorola Online eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.



Requirements for effective usage: Browser: Internet Explorer 5.0 or greater Valid MOL user ID and Password

Motorola On -line Flow



Option 3 - Submit a ticket via Email Case Management

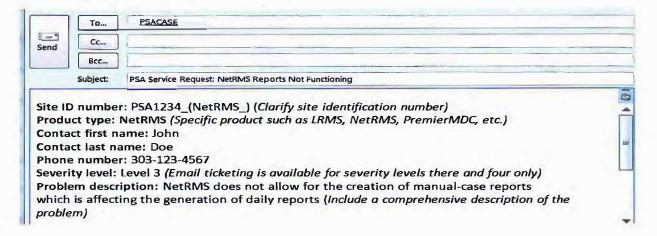
An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below:

- 1. Address your email to PSACASE@motorolasolutions.com
- 2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
- 3. Type Site ID = followed by the site identification number of the system location
- 4. Type Product Type= followed by the product family type. Choose from the following list:
 - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
 - CSR (CUSTOMER SERVICE REQUEST)
 - INFOTRAK, LRMS
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
 - NETRMS
- 5. Type **Contact First Name** = followed by your first name or the name of the person you would like support personnel to contact
- 6. Type **Contact Last Name** = followed by your last name or the name of the person you would like support personnel to contact.
- 7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached
- 8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
- 9. Type Problem Description = followed by a comprehensive description of the problem
- 10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:



III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated into the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	
Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.		Telephone conference within 1 Hour of initial voice notification	
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours	
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours	
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification	

Incoming cases are automatically assigned an initial **Severity Level** of **3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.



Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President of Operations, System Integration, Customer Support and Engineering.	Support Operations

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

- 3.1 <u>Reporting a Problem.</u> Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.
- 3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detailed error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 <u>Error Correction Status Report.</u> Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

- 4.1.1 <u>Support on Motorola Software</u>. Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 <u>Motorola Response</u>. Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.
- 4.1.3 <u>Remote Installation.</u> At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 <u>Software Release Compatibility.</u> At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 <u>Customer Notifications.</u> Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 On-Site Software Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 On-site Product Technical Support Services. Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 4.1.8 Principal Period of Maintenance. At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 Compliance to Local, County, State and/or Federal Mandated Changes. (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services and will be quoted at the time of the request. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.
- 4.1.10 Anti-virus Software. At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 <u>Account Reviews.</u> Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 <u>Reports.</u> Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 <u>Maintenance Contract Administration</u>. Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your



specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.2 Customer Responsibilities

- 4.2.1 <u>Initiate Service Request Cases.</u> Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.
- 4.2.2 <u>Assess Severity Level</u>. Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 4.2.3 <u>Escalate Appropriately.</u> Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit.
- 4.2.4 <u>Support on Hardware.</u> Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 4.2.5 <u>VPN connectivity.</u> Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.6 Anti-virus software. Run installed anti-virus software.
- 4.2.7 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 <u>Trouble Report Form</u> To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.



Trouble Report Form

Agency Name:		Motorola Case Number:	
Contact Name:		E-mail Address:	
Contact Phone:		Contact Fax:	
Severity Level:		CAD Correction#:	
Subject:			
Product/Version:			
Problem Description:	Please ensure that the description provided is resolve the issue promptly and successfully. P area of the country. Full understanding of the t cause and achieving a timely resolution.	lease be sensitive to the use of	verbiage that is specific to your agency or
Steps to Duplicate:	Motorola understands that duplication is not al with the detailed keystrokes will greatly improve		
00	issue on demand, providing us with detailed st	eps that preceded the issue rep	orted will greatly help.
Step One:			
Step Two:			
Step Three:			
Step Four:			
Step Five:			
Step Six:			
Step Seven:			
Additional Steps:			
Expected Results:			
Actual Results:			
Configuration			



Customer Call Flow

To Be Provided By Customer

VI. Contact Information

Motorola Contacts

CONTACT	PHONE NUMBER
Motorola Solutions System Support Center	(800) 393-9949
Linda Hudson Senior Manager, Technical Support Linda.Hudson@motorolasolutions.com	(303) 527-4017 - office
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764 - office
Jeff Dolph Tier 1 - Technical Support Manager JeffDolph@motorolasolutions.com	(303) 527-4038 - office (303) 319-8935 - mobile
Wayne Parent Technical Support Lead – Records Applications Wayne.Parent@motorolasolutions.com	(801) 234-9971 - mobile
Ron Harman Customer Service Manager ron.harman@motorolasolutions.com	(916) 605-9544 - mobile

Customer Contacts (to be provided by Customer)

<u>Customer Agency Name</u>: County of Fresno on behalf of Fresno County Sheriff's Office Address: 2200 Fresno Street

City, State and Zip: Fresno, CA 93721

Billing Contact Name: Accounts Payable

Phone No: (559) 600-8579

Email: N/A

Backup System Administrator Name: Josh Mikow

Phone No: (559) 600-8121

Email: josh.mikow@fresnosheriff.org

Service Escalations Contact Name: Kal Chakravarthy

Title:

Phone No: (559) 600-8124

Email: kal.chakravarthy@fresnosheriff.org



Exhibit C-3 LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT 361

TERM: 9/1/2018-8/31/2023 (5 years)

CUSTOMER: County of Fresno on behalf of Fresno County Sheriff's Office

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES	
8 a.m5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum	
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum	

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES	
8 a.m5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum	
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum	

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

Fresno will provide an open Purchase Order in the amount of \$50,000.00 which Motorola will bill against when Time and Materials services are requested. Motorola will follow its standard Time and Materials process when Fresno opens a case for support on these products. The process is that Motorola will create a simple quote that outlines the requested services, the estimated amount of time to deliver and the cost that will then be billed against the Fresno Purchase Order number provided once the services are delivered. Fresno will agree to the time and services before the work begins. If time to deliver is lower than expected, Motorola will bill only for hours used. If time to deliver is greater than estimated, Motorola will submit a new quote for T&M services for Fresno's agreement prior to extending the work on the case.

The following Motorola Software will be supported on a T&M bases:

Product	Description	Qty
	PremierCAD Server License	1
	Motorola Geofile License	1
	UDT 4.0 License	1
	AWW License	150
	CAD Ad Hoc Rpt Server License	1
PremierCAD TM	Open Query Server License	1
	Open Query Client License	750
	ATM Server License	1
	ATM Client License	58
	Premier AVL Server License	1
	ATM Vehicle Client License	300
	PMDC Standard MDT Interface	1
	E9-1-1 Interface	1
PremierCAD™Interfaces	Spectracom Netclock Interface	1
	CryWolf False Alarm Billing Interface	1
	ATM/AVL (2 way) Interface	1



Exhibit C-3 Continued LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT 361 TERM: 9/1/2018-8/31/2023 (5 years)

CUSTOMER: County of Fresno on behalf of Fresno County Sheriff's Office

The following Motorola Software will be supported on a T&M bases (continued):

Product	Description	Qty
PremierMDC™	Premier MDC Server License (501-1000 units)	1
	POP3/SMTP Server Interface	1
	Premier MDC Client License	656
	POP3/SMTP Client Interface	300
	GPS Integration Client Module	300
	ATMM Integration Client Module	300
	State/NCIC/NLETS Interface	1
	CAD Standard Interface	1
	NetRMS, CA UCR Specifics	1
	NetRMS Connections	450
NetRMS	NetRMS Cruiser	656
	EVALIS Early Warning System	1
	Calls for Services	1
	Case Report	1
	Field Interview	1
	Property and Evidence	1
	Gang Member	1
	Gang Activity	1
	Citation	1
	Warrants	1
	Traffic Accident	1
NetRMS Modules	Animal Control	1
	Registrants	1
	Permits and Licensing	1
	Firearms	1
	Storage Vehicles/Impound	1
	Personnel	1
	DA Intake	1
	Booking	1
	Case Assignment Tool	1
	Auto Routing	1
	PCAD to NetRMS	1
	NetRMS to CLETS	1
NetRMS Interfaces	Offendertrak to NetRMS	1
Tota and interfaces	LaserFiche	1
	Cal Gang	1



Exhibit D-3 SELF-DEALING TRANSACTION DISCLOSURE FORM

MAINTENANCE AND SUPPORT AGREEMENT 361 TERM: 9/1/2018-8/31/2023 (5 years)

CUSTOMER: County of Fresno on behalf of Fresno County Sheriff's Office

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).



Exhibit D-3 Continued SELF-DEALING TRANSACTION DISCLOSURE FORM

MAINTENANCE AND SUPPORT AGREEMENT 361 TERM: 9/1/2018-8/31/2023 (5 years) CUSTOMER: County of Fresno on behalf of Fresno County Sheriff's Office

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
Motorola Solutions, Inc. 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
	SENTLY KNOWN		
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	June 8, 2018