



Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway, Sacramento, CA 95827-3006
www.srfecc.ca.gov

SPECIAL BOARD MEETING OF THE GOVERNING BOARD OF SRFECC

Tuesday, February 13, 2024

7:00 AM

SRFECC Administration - Oval Office

10411 Old Placerville Rd, Ste #210

THE BOARD WILL CONVENE IN AN OPEN SESSION AT 7:00 A.M.

Call to Order

Chairperson

Roll Call of Member Agencies

Clerk of the Board

PRIMARY BOARD MEMBERS

Chad Wilson, Chairperson

Assistant Chief, Folsom Fire Department

Scott Williams, Vice Chairperson

Assistant Chief, Sacramento Fire Department

Christopher Greene, Board Member

Assistant Chief, Sacramento Metropolitan Fire District

Troy A. Bair, Board Member

Deputy Chief, Cosumnes Community Services District

PLEDGE OF ALLEGIANCE

AGENDA UPDATE: An opportunity for Board members to (1) reorder the agenda; and (2) remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. The duration of the comment is limited to three (3) minutes.

PUBLIC COMMENT

None

STAFF REPORTS/ACTION ITEMS:

1. **SUBJECT:** Voyager AI (Staff Report 24-1) Page 3
 - a. **Recommendation:** Approve the six month pilot program and five year price lock quote. Page 9
2. **SUBJECT:** Updated Circuitry and Grounding Project (Staff Report 24-2)
 - a. **Recommendation:** Approve the electrical quote from PSI for \$38,829.84. Page 12
3. **SUBJECT:** NICE Hardware Upgrade (Staff Report 24-3)
 - a. **Recommendation:** The Board of Directors approve the NICE Hardware upgrade quote #USC000907886.

*INDICATES NO ATTACHMENT

ADJOURNMENT:

The next scheduled Board Meeting is Tuesday, February 27, 2024

LOCATION: Sacramento Metropolitan Fire District
10545 Armstrong Avenue, CA 95655

TIME: 9:00 a.m.
Board Members, Alternates, and Chiefs

POSTED: 10230 Systems Parkway, Sacramento, CA 95827
www.sfecc.ca.gov
10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Chief Executive Director's Office at (916) 228-3070. Notification at least 48 hours prior to the meeting will enable the Center to make reasonable arrangements to ensure accessibility to this meeting.

POSTING:

This is to certify that on February 9, 2024, a copy of the agenda was posted at the following locations:

- 10230 Systems Parkway, Sacramento, CA 95827
- 10411 Old Placerville Rd – Suite #210, Sacramento, CA 95827
- The Center's website at – www.sfecc.ca.gov
- 10545 Armstrong Ave, Mather, CA 95655-4102

ATTEST:



MELLISA BERNETT
CLERK OF THE BOARD



Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway, Sacramento, CA 95827-3007
www.sfecc.ca.gov

STAFF REPORT (REPORT 24-1)

DATE: February 9, 2024
TO: Board of Directors
BY: Julee Todd, Operations Manager
FROM: Josh Freeman, Chief Executive Director
SUBJECT: Priority Dispatch Voyager AI

RECOMMENDATION

The Board of Directors:

1. Approve the six month pilot program and five year price lock quote.

BACKGROUND/ANALYSIS

Priority Dispatch Voyager AI will allow for up to 100% audit of the Center's medical incidents to complement. Voyager AI will provide near real-time feedback for the call taker, allowing them to independently have access to review the audit and the audio simultaneously and immediately. The program can flag high priority calls for additional review. The training impacts of receiving this scale and speed of audits are significant, facilitating quick feedback to identify positive and negative trends and reinforcing a job well done.

Participating in the pilot project will allow us to contribute to the way this product is integrated with the ACE accreditation process in the future. Participating in the pilot term will allow Center staff to evaluate the value and impacts the program has on EMD skills high performance recognition. We will commence a six-month trial period, during which, upon successful completion within the agency, we will proceed to formalize a contract with Voyager.

This project is in direct support of Strategic Blueprint and Growth Strategy Focus Area 1 D. Continually modernize the Center's technology and systems infrastructure and practices.

Staff Report: Priority Dispatch Voyager AI, Report #24-1


Date: January 23, 2024

Page 2

FINANCIAL ANALYSIS

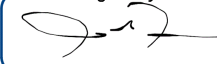
The trial Voyager contract will have no budgetary impacts; the five-year pricing block has been incorporated into the fiscal year 2024/2025 buget.

Should you have any questions, please contact me prior to the Board meeting.

DocuSigned by:

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JULEE TODD
OPERATIONS MANAGER

Staff Report recommendation authorized by:

DocuSigned by:

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JOSH FREEMAN
CHIEF EXECUTIVE DIRECTOR

Attachments: *Voyager AI Informational Document, Voyager Quote #67208*



PRIORITY DISPATCH VOYAGER AI, POWERED BY CORTI

Move Your Quality Management Forward with Artificial Intelligence

Priority Dispatch® Voyager AI™, Powered by Corti® puts AI-Powered QA to work for your agency—potentially increasing call review up to 100%. It reviews recordings for any keywords or phrases you specify, flagging high priority calls as well as reviewing for accuracy, rate of speed, voice tone, inflection, and general customer service variables to identify the highest priority, most critical calls.

Voyager AI can also identify any missed cardiac events and other critical incidents for QA review, along with patterns and trends amongst staff and areas where time can be saved in calls. All of this

Your agency already has valuable QA practices in place. But what data are you leaving on the table in the backlog of unreviewed calls caused by limited resources? That information is gold for future agency decision making. Let's put it to use.

contributes to better utilizing QA team members for quality improvement. Voyager AI is an exciting tool that puts the power of AI to work for your agency, potentially reviewing 100% of your calls.

THE BENEFITS OF AI-POWERED QA

Accelerated Case Review

- Instantly find the highest priority calls to review
- Up to 100% of calls reviewed and scored automatically

Improved Calltaker Feedback

- Automate constructive calltaker feedback
- Improve calltaker performance and positivity
- Boost call handling time without compromising quality
- Identify high performance calls for recognition or reward



KEY FEATURES OF VOYAGER AI™

- Identifies critical issues, high priority calls, or targeted events and flags them for review.
- Spots concerns such as caller distress, irregular breathing, and tones of anger or distress.
- Provides a familiar dashboard view to track trends, manage to KPIs, and reward high performers.



WHAT'S IN IT FOR ME?

Elected Officials

Receive broader Emergency Dispatcher performance information, increasing confidence in the quality of service your communities receive and the performance of the communication center.

Command Staff

Generate a richer data set to demonstrate continuous improvement and show evidence for the crucial role of the ED-Q. Get a quick view of new hires through the dashboard.

Medical Directors

Gain visibility into life-critical calls like cardiac arrest, choking, baby delivery, and drowning, as Voyager AI surveys 100% of calls to identify specific cases for focused review.

Emergency Dispatchers

Emergency Dispatchers receive more comprehensive feedback from QAs, helping them feel more confident and better supported.



QUOTE

110 Regent Street, Suite 500

Salt Lake City, UT 84111
USA

www.prioritydispatch.net

Prepared By: Tim Martin

Phone: (800) 363-9127

Direct:

Email: tim.martin@prioritydispatch.net

Bill To:

Sacramento Regional Fire EMS Comm Cntr

Attn To: Tara Poirier

10230 System Pkwy

Sacramento, California 95827

United States

Agency:

Sacramento Regional Fire EMS

Comm Cntr

878

Agency ID#:

Quote #:

Q-67208

Date:

1/11/2024

Offer Valid Through:

1/31/2024

Payment Terms

Net 30

Currency:

USD

Ship To:

Sacramento Regional Fire EMS Comm Cntr

10230 System Pkwy

Sacramento, California 95827

United States

Product	Qty	Amount
Priority Dispatch Voyager AI - powered by Corti Artificial Intelligence and data analytics tool Annual fee is renewing	21	USD 0.00
Pilot Project Phase through June 2024 TOTAL:		USD 0.00

Product	Qty	Amount
Priority Dispatch Voyager AI - powered by Corti Artificial Intelligence and data analytics tool Annual fee is renewing	21	USD 63,000.00
Year 1 TOTAL:		USD 63,000.00

Product	Qty	Amount
Priority Dispatch Voyager AI - powered by Corti Artificial Intelligence and data analytics tool Annual fee is renewing	21	USD 63,000.00
Year 2 TOTAL:		USD 63,000.00

Product	Qty	Amount
Priority Dispatch Voyager AI - powered by Corti Artificial Intelligence and data analytics tool Annual fee is renewing	21	USD 63,000.00
Year 3 TOTAL:		USD 63,000.00

"To lead the creation of meaningful change in public safety and health."

Product	Qty	Amount
Priority Dispatch Voyager AI - powered by Corti Artificial Intelligence and data analytics tool Annual fee is renewing	21	USD 63,000.00
Year 4 TOTAL:		USD 63,000.00

Product	Qty	Amount
Priority Dispatch Voyager AI - powered by Corti Artificial Intelligence and data analytics tool Annual fee is renewing	21	USD 63,000.00
Year 5 TOTAL:		USD 63,000.00

Subtotal	USD 315,000.00
Estimated Tax	
Total	USD 315,000.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007

www.srfecc.ca.gov

STAFF REPORT (24-2)

DATE: February 9, 2024

TO: Board of Directors

FROM: Josh Freeman, Chief Executive Director

BY: Marissa Shmatovich, Administrative Manager

SUBJECT: Updated Circuitry and Grounding Project

RECOMMENDATION

The Board of Directors approve the electrical quote from PSI for \$38,829.84.

BACKGROUND/ANALYSIS:

The Center is currently working through a remodel project to convert the current training “bullpen” area to contain an additional six dispatch workstations. The current set up utilizes old furnishings that were not intended for use as dispatch workstations and therefore do not have the space, adjustable height, or cable management required. The current circuitry in the “bullpen” is not set up on generator power and the positions are not properly grounded to accommodate a radio position, making its use as an overflow and high-volume event limited at best.

The Center solicited quotes from four different electrical companies, in accordance with our procurement policy. Two companies declined to submit a proposal. The selection of PSI was made upon budget and timeline considerations.

FINANCIAL ANALYSIS

This electrical work will be funded by the Facilities CIP project, with no additional unanticipated fiscal impacts. Despite receiving a lower quote from an alternate company, we ultimately selected API due to their ability to meet our timeline requirements.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,

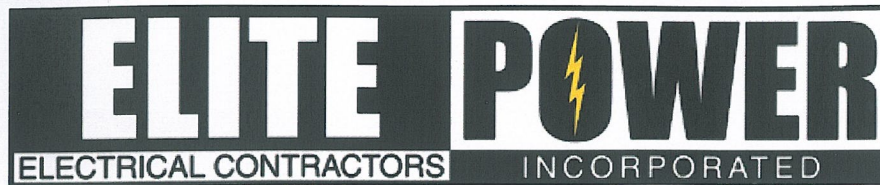
Marissa Shmatovich
 Administration Manager
Attachments: Quotes: Elite Power, PSI

Staff Report recommendation authorized by:

DocuSigned by:

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Chief Executive Director



C-10 # 807924 Exp. 5/31/2024

DIR # 1000008703

2/7/24

Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway, Sacto. CA. 95827

Attn: Roman Kukharets

Project: Office Partition Upgrade

Dear Roman,

We are pleased to participate with you in the development of this proposal. Our quotation of **\$28,750.00** is to perform the work required for the referenced project **per your detailed email dated 1/30/24** and our job site walk through with the exceptions listed below.

Special Inclusions:

1. Demolition, relocation and modification of existing power system.
2. Offsite removal of demolished material.
3. Perform functional electrical system testing.

Exclusions:

- Existing construction code upgrades.
- Access doors and panels.
- Saw cut, coring, break, removal, x-ray and replacement of existing surfaces.
- Fire/sound barriers, enclosures and conduit penetration sealants.
- Temporary construction power and lighting.
- Painting and patching of finishes.
- Fire/CATV/MATV/Audio/Page Nurse Call/Security systems and equipment.
- Start-up and testing of equipment furnished by others.
- Engineering & Design documents for permits & construction.

Common conditions and notices:

- One (1) year warranty.
- This proposal is subject to a price review after thirty (30) days from date of this proposal.
- Permits, fees, bonds and utility charges not included.
- All work to be performed during normal business hours.
- Union Electrical Labor IBEW.
- Price includes sales tax.
- Payment Terms Net 30 or subject to Late Fees at 1.5%
- **Certified Small Business Enterprise.**

Thank you for this opportunity!

Walt Zacharias
Project Estimator



Public Safety Innovation
 9910 Horn Road, Suite 1
 Sacramento, CA 95827 US
 916.209.5124
 sales@publicsafetyinnovation.com
 www.publicsafetyinnovation.com



Estimate

ADDRESS

Sacramento Regional Fire
 10230 Systems Pkwy
 Sacramento, ca 95827
 united States

SHIP TO

Sacramento Regional Fire
 10230 Systems Pkwy
 Sacramento, ca 95827
 united States

ESTIMATE # 1294

DATE 01/24/2024

DESCRIPTION	QTY	RATE	AMOUNT
CAT6, Grounding, Electrical, Misc Parts	1	10,109.84	10,109.84
Electrician Labor, Low Voltage labor, Install and Project Management Labor	1	28,720.00	28,720.00

PSI is to install the following items. Electrical Conduit to bring in 6ea. UPS 20amp Circuits and 6ea Non-UPS 20amp Circuits. Each Position will get 1ea Dual Outlet for UPS and Non-UPS power. Each position will get 12ea. Shielded CAT6 cables landing at each position. Regional Fire is responsible for advising the color of CAT6 and where the termination points are. Grounding will be brought to each position. there will be 2ea #2 Ground wires brought to the bullpen area where an SSGB will be installed. Each Position will receive its own ground bus bar in which all items needing to be bonded to ground will terminate. All items per this sow will be tested and signed off once complete. PSI is not responsible for the relocation of the equipment and or installation of the equipment into the the new furniture. Should there be any requests outside the SOW provided a New estimate will be provided per the request.

SUBTOTAL	38,829.84
TAX	0.00
TOTAL	\$38,829.84

Accepted By

Accepted Date



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007

www.srfecc.ca.gov

STAFF REPORT (24-3)

DATE: February 9, 2024

TO: Board of Directors

FROM: Josh Freeman, Chief Executive Director

BY: Marissa Shmatovich, Administrative Manager

SUBJECT: NICE Hardware Upgrade

RECOMMENDATION

The Board of Directors approve the NICE Hardware upgrade quote #USC000907886.

BACKGROUND/ANALYSIS:

The NICE hardware and software are on a rotational replacement schedule, created and vetted through the regional radio group in conjunction with Motorola. The Center upgraded the software in FY22/23, and now the hardware is due for its upgrade in FY24/25.

NICE has scheduled the Center for this hardware upgrade in August of 2024, with approval required early in the year to secure our position on the schedule.

FINANCIAL ANALYSIS

This upgrade will be identified as a CIP project, funded by FY22/23 unexpended funds.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,

Marissa Shmatovich
 Administration Manager
Attachments: NICE Hardware Quote #USC000907886

Staff Report recommendation authorized by:

DocuSigned by:


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Chief Executive Director



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-2489736
 Contract Number: USC000907886
 Contract Modifier:

Date:01/16/2024

Company Name: SACRAMENTO REGIONAL FIRE/EMS COMMS CTR
Attn:
Billing Address: 10230 SYSTEMS PKY
City, State, Zip: SACRAMENTO , CA, 95827
Customer Contact: Chuck Schuler
Phone: 916-591-0380

Required P.O. :
 PO # :
 Customer # :1035144287
 Bill to Tag # :
 Contract Start Date :01-Feb-2024
 Contract End Date :30-Aug-2024
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$125,266.00
		Subtotal - Recurring Services	\$17,895.14
		Subtotal - One-Time Event Services	\$0.00
		Total	\$125,266.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

NICE Upgrade of the primary and parallel 50 channel MCC7500 IP Radio Loggers from A2021/NIR9.x to A2022/NIR9.x. The existing G9 servers will be replaced with three G10 servers: The primary and parallel loggers will host the logging solution and the third will be a shared Logger Backup Server (LBS) will be used for backup of the SQL database and audio archive. The logging servers will be loaded with the latest NIR9 Core software. All three servers will be deployed on the RNI and will have Windows O/S 2016. New audio will archive to the G10 LBS on the RNI.

Due to HP end of extended support on the G9 servers and customer audio retention period of 731 days, NICE recommends audio is moved. The customer is responsible for audio migration from the G9 LBS to the new G10 LBS server. The existing A2021 NIR database on each G9 logging server will be moved to the new G10 logging servers.

Sufficient rack space will need to be made available for both the G9 servers and G10 servers at the same time since there is overlap. Customer is responsible to supply own KVM's and cabling, new servers require USB KVM connections. Racking and stacking the equipment is the responsibility of the owner of the rack (Purchaser).

Please note: during the NICE portion of the upgrade, there may be downtime where the logger is not recording. The amount of time will be determined during the planning phase of the project. Should installers require security clearance, site safety prep or other site requirements, additional charges may apply as it is not included in the SUA.

Customer audio retention period is 731 days.
 Logger 1 SN: COR-110459 (35966501)
 Logger 2 SN: COR-110460 (35966502)



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2489736
Contract Number: USC000907886
Contract Modifier:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME) 	Regional Service Manager	01/19/2024
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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Cheri Lynn Root	925-453-1837	

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : SACRAMENTO REGIONAL FIRE/EMS COMMS CTR
Contract Number : USC000907886
Contract Modifier :
Contract Start Date : 01-Feb-2024
Contract End Date : 30-Aug-2024

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2489736
Contract Number: USC000907886
Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2489736
Contract Number: USC000907886
Contract Modifier:

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. 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.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2489736
Contract Number: USC000907886
Contract Modifier:

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2489736
Contract Number: USC000907886
Contract Modifier:

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022