

## AGREEMENT

**THIS AGREEMENT** (the “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”), by and between Prince George’s County, Maryland, a body corporate and politic (the “County”) and Motorola Solutions, Inc (the “Contractor”) whose principal business address is 500 West Monroe St, Chicago Illinois 60661.

## RECITALS

**WHEREAS** the County and the Contractor entered into an agreement dated July 1, 2015 (the “Agreement”) for the maintenance services for the County’s ASTRO 25 Radio Communication System, 911 Center, and related technology including CAD, Mobile Data, and Plant Vesta (911 Phone Equipment) (the “System”); and

**WHEREAS** the System requires ongoing support and maintenance services to ensure its uninterrupted operation; and

**WHEREAS** County Code Section 10A-114(a)(1)(F) provides that the Purchasing Agent is authorized to award a contract by non-competitive negotiation when only one product will meet the technical performance requirements for the procurement nature; and

**WHEREAS**, the County Purchasing Agent has determined that the Contractor is the only practical source for continuing the provision of such support and maintenance services and it is in the County’s best interest to continue to utilize the Contractor for the support and maintenance of ASTRO 25 Radio Communication System, 911 Center, and related technology including CAD, Mobile Data, and Plant Vesta (911 Phone Equipment).

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **Contract Documents:** This Agreement is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the “Contract Documents”:
  - a) This Agreement and attachments;
  - b) Contractor’s Proposal titled Prince Georges County Maryland Voice Maintenance PremierOne and Vesta dated November 13, 2024 (the “Proposal”); and
  - c) The Contractual Documents set forth in the Proposal.

In the event of a conflict between the terms and conditions of any of the Contract Documents, the order of precedence shall be as the Contract Documents are listed in this Section 1. Both parties are bound to and will abide by all terms and conditions of the Contract Documents.

- 2) **Scope of Work:** The Contractor shall perform the obligations set forth in the Proposal in compliance with the Federal, State and Local laws, regulations and standards, including without limitation services to address technology refresh, security and information assurance network

## AGREEMENT

monitoring, remote diagnostics and 2-hour onsite response by service personnel, 24 hours a day, 7 days per week.

- 3) **Payment:** The County shall pay Contractor for the services provided in accordance with the Motorola Solutions Customer Agreement set forth in the Proposal. The total sum for all goods and services provided by Contractor under this Agreement for the term shall not exceed Seventy-One Million, Four Hundred Eighty-Four Thousand Eight Hundred Ninety-Three Dollars and Sixty-Five Cents (\$71,484,893.65).
- 4) **Term:** The term of this Agreement shall commence on October 1, 2025 and shall expire on July 30, 2030, subject to the availability of County funding.
- 5) **Indemnification:** Contractor shall indemnify, defend and hold harmless the County, its agents, officers and employees from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Contractor's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from County's negligence or willful misconduct. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.
- 6) **Non-Appropriation:** In the event that sufficient funds are not appropriated for the payment of the goods or services under this Agreement, the County may terminate this Agreement at the end of the last fiscal year or earlier date for which an appropriation is available and the County will not be obligated to make payments beyond the last date for which an appropriation is available. The County agrees to deliver written notice to the Contractor of such termination no later than ten days after the County has knowledge that an appropriation will not be available. The failure to give the notice will not extend this Agreement beyond such fiscal year or affect the termination of this Agreement pursuant to this Section. Upon termination of this Agreement for non-appropriation, the County will pay for all goods and services provided under this Agreement up to the date of termination. However, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be entitled to any damages or costs associated with such termination. Upon the payment of such proceeds to the Contractor, all obligations of the County under this Agreement requiring the expenditure of money will cease.
- 7) **Termination for Convenience.** The performance of work under this Agreement, in whole or in part, may be terminated by the County upon thirty (30) days prior written notice, or such time as mutually agreeable to the parties, in accordance with this clause whenever the County shall determine that such termination is in the best interest of the County. In the event of such termination, the County shall pay for all services provided up to the date of termination. However, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination or paid any damages or costs arising from such termination.
- 8) **Termination for Default.** If Contractor fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any material obligation or provision of this Agreement, the County may terminate this Agreement if the Contractor does not cure such breach within thirty

## AGREEMENT

(30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. The written notice shall specify the acts or omissions relied on as cause for termination. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due the Contractor on this or other County Agreements. Damages may include excess reprocurement costs.

### 9) **Insurance Requirements:**

The contractor will provide the County with evidence of its contractor's commercial insurance coverages for the following exposures:

**WORKER'S COMPENSATION:** An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the contractor, the contractor will provide coverage for these exposures on an "if any basis." The coverage under such an insurance policy or policies shall have limits of :

<u>Worker's Compensation:</u>	<u>Statutory Limits</u>
Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

**COMMERCIAL GENERAL LIABILITY INSURANCE (CGL):** An insurance policy covering the liability of the contractor for work or operations under or in connection with obligations assumed by the contractor under this contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, whenever required.

The coverage under such an insurance policy or policies shall have limits of:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000 / \$2,000,000 per occurrence / aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000
MISC. PROFESSIONAL LIABILITY & CYBER LIABILITY COVERAGE (under separate policy)	\$1,000,000 per claim and annual aggregate

## AGREEMENT

**Prince George's County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this contract.**

**AUTOMOBILE LIABILITY INSURANCE:** An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under the contractor's Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits of :

### BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Vehicle Liability)

\$1,000,000 Combined Single Limit

Contract employees are not permitted to operate any vehicle owned by Prince George's County Government whether in commission of the contract or outside of same.

### SPECIAL PROVISIONS FOR INSURANCE:

- (1) The contractor shall forward to the County, Office of Risk Management a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the County and shall list the various coverage's and limits. Insurance companies providing the coverage must be reasonably acceptable to the County, rated by A.M. Best and carry at least an "A-" Rating VII. In addition to the aforementioned provisions, insurance meeting the agreement requirements shall be maintained until completion and acceptance of all work covered by the contract with certificates of insurance provided at policy renewal and upon request to evidence coverage. The Commercial General Liability, Automobile Liability, and Workers Compensation policies shall be endorsed to provide a thirty (30) day notice of cancellation to the County's Office of Risk Management.
- (2) The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number. Prior to beginning any work, the insurance requirements as outlined by Risk Management Office must be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies Licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The County's approval or failure to disapprove insurance furnished by the contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or materially modified so that the insurance is not in full-force and effect as required herein the County reserves the right to terminate this contract.
- (5) The contractor shall require each subcontractor, at all tiers, to provide evidence of

## AGREEMENT

insurance coverage specified herein and such evidence of coverage shall be provided to the County Risk Management Office prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this contract.

- (6) In the event the required certificates of insurance as specified herein are not furnished prior to the execution of the contract, the contractor shall not be permitted to enter upon the property to perform the duties outlined in the contract until all required insurance certificates or evidence of self-insurance has been received.
- (7) The contractor shall, prior to contract execution, and for each extension of contract, furnish to the Purchasing Agent certificates of insurance as evidence of such insurance coverage stated above.

**The certificate of insurance should be sent to:**  
**Prince George's County Maryland**  
**Office of Procurement**  
**Contract Administration and Procurement Division**  
**1400 McCormick Drive, Suite 200**  
**Largo, Maryland 20774**

- 10) **Notices:** All notices, requests, reports, demands and other communications under the Contract Documents shall be in writing and shall be deemed to have been duly given: (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and, in all cases, if prepaid and properly addressed as follows:

To County: Director  
Office of Homeland Security  
7195 Anchor Street  
Landover, MD 20785

With Copies: County Attorney  
1301 McCormick Drive, Suite 4100  
Largo, MD 20774

To Contractor: Motorola Solutions, Inc.  
500 West Monroe St  
Chicago, Illinois 60661

- 11) **Release of Information:** Contractor acknowledges that information it obtains from County in connection with any service it provides under the terms of this Agreement may be confidential. Contractor agrees that it will maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the

## AGREEMENT

term of this Agreement, Contractor may not release any information related to the services or performance of services under this Agreement, nor publish any reports or documents referencing the County without prior written consent of the County; except, however, Contractor may disclose information (i) that the County has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which it is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

- 12) **No Waivers:** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 13) **Non- Assignability:** This agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of the County.
- 14) **Contract Dispute Resolution:** All claims and disputes arising under this Agreement shall be handled in accordance with Sections 10A-104 and 10A-107 of the Prince George's County Code.
- 15) **Status of Parties:** The relationship of the parties to this Agreement is one of independent contractors and **no** partnership or joint venture is intended to be created. No party shall represent itself as the agent or employee of any other party.
- 16) **Compliance with Law:** Each party shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.
- 17) **Governing Law/Venue/Severability:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in the State of Maryland, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
- 18) **Construction:** This Agreement shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any party. If any term or other provision herein is found to be unenforceable,

## AGREEMENT

invalid or illegal, such term or provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall not be affected or impaired thereby.

- 19) **Authority:** Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
- 20) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 21) **Recitals:** The Recitals are expressly incorporated herein by reference.
- 22) **Entire Agreement:** This Agreement incorporates the entire understanding of the parties hereto and supersedes any and all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.
- 23) **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

AGREEMENT

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date written below.

**MOTOROLA SOLUTIONS, INC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PRINCE GEORGE'S COUNTY,  
MARYLAND**

By: \_\_\_\_\_

Melvin D. Powell  
Deputy Chief Administrative Officer  
for Public Safety

Date: \_\_\_\_\_