

Master Agreement #: 06913

GA Participating Addendum #: 99999-SPD-NVPWA06913-0004

Contractor: **MOTOROLA SOLUTIONS**

Participating Entity: **STATE OF GEORGIA**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO Value Point website.*

CATEGORY: RADIOS	
<i>Subcategory: Portable, Dual-Band</i>	<i>Subcategory: Mobile, Single-Band tier II</i>
<i>Subcategory: Portable, Single-Band tier I</i>	<i>Subcategory: Mobile, Single-Band tier III</i>
<i>Subcategory: Portable, Single-Band tier II</i>	<i>Subcategory: Desktop, Dual-Band</i>
<i>Subcategory: Portable, Single-Band tier III</i>	<i>Subcategory: Desktop, Single-Band tier I</i>
<i>Subcategory: Mobile, Dual-Band</i>	<i>Subcategory: Desktop, Single-Band tier II</i>
<i>Subcategory: Mobile, Single-Band tier I</i>	
CATEGORY: BASE STATION/REPEATERS, SINGLE-BAND TIER I	
CATEGORY: BASE STATION/REPEATERS, SINGLE-BAND TIER II	
CATEGORY: MOBILE RADIO ANTENNAS	

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Public Safety Communications Equipment led by the State of **Washington** for use by state agencies and other entities located in the State of Georgia authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.

This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited

PUBLIC SAFETY COMMUNICATIONS

to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Contract Term:** The term of this Participating Addendum will be effective December 1, 2018 through March 30, 2020, to align with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	
Address:	
Telephone:	
Email:	

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Lead State - WASHINGTON

Name:	Neva Peckham
Address:	1500 SE Jefferson Street, Olympia WA 98504
Telephone:	Telephone: 360-407-9411
Email:	Email: neva.peckham@des.wa.gov

Participating Entity

Name:	Lisa Eason
Address:	200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta Georgia 30334
Telephone:	404- 656-0934
Email:	lisa.eason@doas.ga.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.



Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

This agreement is modified to incorporate Addendum 2.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Georgia	Contractor: Motorola Solutions, Inc.
Signature: 	Signature: 
Name: <i>Lisa Eason</i>	Name: Robert E. Marshall Jr.
Title: <i>Deputy Commissioner</i>	Title: Vice President, South East Region
Date: <i>1-28-19</i>	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

ADDENDUM 2

Public Safety Communication Equipment 06913

Participating Entity: STATE OF GEORGIA

The Parties Agree as follows:

1. The State of Georgia and participating agencies agree to disregard any terms contained in Master Agreement No. 06913 documents that conflict with this Addendum 2.
2. **Confidentiality and Nondisclosure**. The Agreement is subject to public disclosure. All provisions of the Agreement regarding confidentiality or nondisclosure are subject to the Georgia Open Records Act and other applicable laws.
3. **Choice of Law & Choice of Forum**. Both the rights and obligations of the Parties and this Agreement as well as any dispute, claim, or controversy arising out of or relating to this Agreement shall, in all respects, be established, interpreted, construed, enforced and governed by and under the laws of the State of Georgia, without regard to any provision governing conflicts of law. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
4. **Subject to Applicable Law**. This Agreement is entered into pursuant to O.C.G.A. § 50-5-50 et seq. As a public entity, all of User Agency's obligations are subject to any applicable laws.
5. **Alternative Dispute Resolution**. No method of mandatory alternative dispute resolution shall apply to any dispute, claim, or controversy arising out of or relating to this Agreement.
6. **DOAS Participation in Contract Disputes**. Consistent with its statutory authority, DOAS is acting solely in a representative capacity and on behalf of User Agencies. Accordingly, DOAS is not a party to this Agreement, unless DOAS itself makes a purchase pursuant to the Agreement, and need not be joined as a party to any dispute that may arise out of this Agreement. With regard to this

Agreement, the officers, agents and employees of DOAS are acting solely in their official capacity and need not be joined as a party to any dispute that may arise out of this Agreement.

7. **Notices**. In addition to any other obligations the parties may have regarding notice, all notices or other communications regarding termination, material breach, modification, or audit of this Agreement, or a license covered by this Agreement shall be copied to DOAS at the following address:

Dr. Carl Hall
Department of Administrative Services
of Georgia 200 Piedmont Ave SE
Suite 1308, West
Tower Atlanta,
GA 30334

8. **Third Party Beneficiary**. This Agreement is made solely and specifically among and for the benefit of the Parties hereto (including User Agencies), and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
9. **Assignment**. Except as set forth below, neither party may assign or transfer this Agreement, or any rights regarding either, without the prior mutual written consent of DOAS and CONTRACTOR. Reference Georgia Procurement Manual Section 7.6.4. Any attempted assignment, delegation or transfer in derogation of this Paragraph shall be null and void.

If a User Agency is reorganized such that certain operations or functions are transferred from User Agency to a different governmental entity, then in connection with such reorganization, User Agency may, upon written notice to Contractor, transfer licenses to another governmental entity provided that the transferee is performing some substantially similar business and/or operational functions as the original User Agency. Both entities shall execute such paperwork as Contractor may reasonably require.

10. **Interpretation**. Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of the Agreement.
11. **Headings**. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.
12. **Publicity**. Contractor agrees not to refer to DOAS or User Agencies in such a manner as to state or imply that its services, products or software is endorsed or preferred by User Agencies, the State of Georgia, or any unit of either. The foregoing shall not prohibit Contractor from identifying a User Agency as a customer in a customer list.

13. **Relationship Among Public Entities.** Each User Agency's obligations and liabilities are independent of every other User Agencies' obligations and liabilities. Termination of one User Agency does not constitute grounds for termination of a different User Agency.
14. **Survival of Obligations.** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Agreement shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by clauses relating to: Indemnification, Limitation of Recovery, Audit, and Bankruptcy.
15. **Waiver & Modification.** No waiver of any default by either party shall act as a waiver of a subsequent or different default. Except for updates to Addendum 1 (E300) of the License and Services Agreement No.3I8314, the provisions of this Agreement may not be modified or waived except by another agreement in writing executed by authorized representatives. A User Agency and Contractor may modify the provisions of the agreement only to the extent applicable to said User Agency's purchase. Additional terms and conditions as may be contained in any User Agency's purchase order or document shall not be applicable unless specifically agreed to in writing and signed by both parties.
16. **Anti-Indemnification & Anti-Representation.** Any provision in the Agreement is void to the extent it imposes an obligation upon DOAS or a User Agency that would properly be characterized as an indemnity. DOAS and User Agencies make no representations or warranties to Contractor, and any language to the contrary is void.
17. **Statute of Limitations.** Any provision in the Agreement is void to the extent that it modifies the statute of limitations or alters the time period within which an action must be brought.
18. **Non-appropriations.** Pursuant to O.C.G.A. § 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that User Agency cannot fulfill its obligations under the Agreement, which determination is at User Agency's sole discretion and shall be conclusive. The User Agency will pay Contractor for all conforming equipment shipped and services rendered up to the date of termination.
19. **Users.** A User Agency has no liability for any acts or omissions of any person that User Agency allows to use the software, unless such acts or omissions are within the scope of that person's employment or have been properly authorized by User Agency.
20. **Privacy.** As used in this paragraph, the term 'data' means any information regarding any person or entity other than a User Agency that is gathered or acquired by User Agency as a result of the software licensed by User Agency being used. Except to the extent fully disclosed in writing (e.g.,