



**MOTOROLA**

May 15, 2008

Hidalgo County Sheriff's Office  
Attn: Mr. Javier Chapa  
711 East Cibolo Road  
Edinburg, TX 78155

**RE: Extension to Maintenance and Support Agreement: SA# 003202-000**  
**Product: Premier MDC™**

Dear Mr. Chapa,

By means of this letter, Motorola, Inc. hereby extends Hidalgo County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period **July 1, 2008** through **June 30, 2009**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **returning one copy to my attention at Motorola, Inc. at 1250 North Tustin Avenue, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before July 1, 2008**. Failure to return this fully executed letter on or before July 1, 2008 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 me directly at (714) 238-2079 or e-mail [WNVK36@motorola.com](mailto:WNVK36@motorola.com).

Sincerely,

*Elizabeth Collins*

Elizabeth Collins  
Contracts Specialist  
Motorola, Inc.

**Accepted by:**

**MOTOROLA, INC.**

Signed by: \_\_\_\_\_

Printed Name: Leo Heffernan

Title: Director, Customer Support

Date: May 15, 2008

**HIDALGO COUNTY SHERIFF'S OFFICE**

Signed by: \_\_\_\_\_

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

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

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

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Exhibit A

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DESCRIPTION OF COVERED PRODUCTS

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MAINTENANCE AND SUPPORT AGREEMENT NO. 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

The following table lists the Products under maintenance coverage:

<b>Product</b>	<b>Description</b>	<b>Site Id</b>	<b>Qty</b>
Premier MDC™	Message Switch Software (1-100 Level)		1
Premier MDC™	In Vehicle Paging Server Software Module		1
Premier MDC™	Mobile Client License		99
Premier MDC™	In-House Client License		10
Premier MDC™	In-Vehicle Paging Mobile Client Module		3

**Exhibit B**  
**SUPPORT PLAN**

**MAINTENANCE AND SUPPORT AGREEMENT NO.**      003202-000

**CUSTOMER:**    Hidalgo County Sheriff's Office

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1.      Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time. Because of the urgency involved, Seller will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

<b>SEVERITY LEVEL</b>	<b>DEFINITION</b>	<b>RESPONSE TIME</b>
1	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 work-around. 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 Standard Business Hours of initial voice notification
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 Standard Business Hours of initial notification
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
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.  This level is meant to represent recommendations for product enhancements or modifications.	Determined by Seller's Product Management.

1.1 Reporting a Problem. 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 Seller's call incoming center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller 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 Seller diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within a reasonable time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller 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.

1.3 Error Correction Status Report. Seller 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.

## 2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer will contact Seller to verify that a given OS upgrade is appropriate.

## 3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller 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. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller will decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Decision Support System ("DSS") Products. *(Applies to Motorola's PremierCAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Seller's then current rates for professional services.

5. 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 part of the covered Services.

6. Annual System Performance Review and Report. Seller will prepare the following reports to include:

6.1 (Applies to PremierCAD Software only)

- (a) System Analysis      MEASURE:      Evaluate disk and CPU load  
                                 PEEK:            Evaluate memory availability and use  
                                 VIEWSYS:      Evaluate use and availability of PCBs  
                                 EMSA/TMDS:   Review logs for hardware reports  
                                 File Sizing    Review file sizing on changeable files
  
- (b) Pathway Analysis      Evaluate effectiveness of system configuration for current load  
                                 Evaluate TCP/Server statistics  
                                 Evaluate efficiency of server class maximum and minimum settings
  
- (c) Performance            TMX Timings:   Evaluate application response times  
    Analysis

6.2 (Applies to Motorola® Computer Aided Dispatch Software installed on Stratus ftServer only)

- Update Equipment drivers
- Upload Equipment patches, hot fixes and firmware
- Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

6.3 Based on the Annual System Performance Review and Reports, Seller's Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement; or (b) CAD HP NonStop S-Series hardware in addition to the Seller CAD Software.)*

7. On-site Product Technical Support Services. Seller will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

7.1 Seller Response. Seller 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 Support Plan Options and Pricing Worksheet.

7.2 At Customer's request, Seller will provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support will be invoiced on a time and material basis at Seller's then current rates for professional services.

7.3 CAD HP NonStop S-Series Service Plans

7.3.1 The following HP electronic support tools are available:

Express Notice	A proactive email notification of new software releases, announcements and updates
Scout for NonStop Servers	Once registered, users have the ability to perform interim product modification (IPM) analysis on NonStop Kernel systems and to download IPMs electronically.
Total Information Manager (TIM)	A CD collection of support documentation shipped with the initial system.
Knowledgebase for NonStop Support (KBNS)	Once registered, users have access to a powerful search tool offering quick and easy access to previously answered technical support questions.

7.3.2 HP NonStop S-Series Service Plan:

Continuous Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours. Includes on-site coverage for national holidays.
High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
Enhanced Availability	The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day.

7.4 Under all CAD HP NonStop Series hardware service plans, coverage will include:

- Perform corrective or scheduled preventive service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Seller's call intake center or the HP Nonstop Support Center (CTNSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP Customer Engineer and an alternate who will be responsible for providing service.
- Provide on an annual basis (i) equipment inventory of maintained HP NonStop Series hardware; and (ii) planning meeting to discuss the current Service Plans and Customer's future requirements.

**Exhibit C  
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # 003202-000 Date May 15, 2008  
 New Term Effective Start July 1, 2008 End June 30, 2009

<b>CUSTOMER:</b> Address (1): Address (2): CITY, STATE, ZIP CODE: <b>CONTACT NAME:</b> CONTACT TITLE TELEPHONE: FAX: Email:	<b>Hidalgo County Sheriff's Office</b> 711 East Cibolo Road  Edinburg, TX 78155 <b>Javier Chapa</b>  956-393-6000	<b>BILLING AGENCY:</b> Address (1): Address (2): CITY, STATE, ZIP CODE: <b>CONTACT NAME:</b> CONTACT TITLE TELEPHONE: FAX: Email:	<b>Hidalgo County Sheriff's Office</b> 711 East Cibolo Road  Edinburg, TX 78155 <b>Rosie Luna</b> Accounts Payable 956-393-6024
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**For support on products below, please contact Customer Support at (800) 323-9949 Option 2, Option 6, then select the from the correct product prompts.**

<input type="checkbox"/> PremierCAD™	<input type="checkbox"/> Motorola® Computer Aided Dispatch	<input type="checkbox"/> CAD HP NonStop™Series hardware
<input type="checkbox"/> RMS Infotrak™	<input type="checkbox"/> Offendertrak™	<input type="checkbox"/> Imagertrak™
<input type="checkbox"/> NetRMS	<input type="checkbox"/> CRIS – Predecessor to NetRMS	<input type="checkbox"/> Cruiser – FBR Replacement
<input type="checkbox"/> Customer Service Request System	<input type="checkbox"/> Case Management System	<input type="checkbox"/> License Permitting System
<input type="checkbox"/> Enhancements to Products	<input type="checkbox"/> Custom Software	<input type="checkbox"/> Integration Framework
<input checked="" type="checkbox"/> Premier MDC™	<input type="checkbox"/> TxMessenger™	<input type="checkbox"/> AirMobile™

<u>MOTOROLA SOFTWARE SUPPORT</u>	<u>ANNUAL FEE</u>	<u>THIRD PARTY SERVICE PROVIDERS</u>	<u>ANNUAL FEE</u>
<input type="checkbox"/> GOLD / GOLDtrak ♦ 24 hours a day, 7 days a week PPM ♦ Supplemental Releases ♦ Standard Releases ♦ Technical Support Services	\$ N/A	<input type="checkbox"/> <b>VENDOR NAME:</b> ♦ <b>Product Type/Description:</b> ♦ <b>Term Dates:</b> ♦ <b>Service Level</b> -Hours of Coverage: -Response Time: -Onsite/Software/Parts: ♦ <b>System ID # (if applicable):</b>	\$ N/A
<input checked="" type="checkbox"/> SILVER / SILVERtrak ♦ 8 a.m.-5 p.m. Monday-Friday ♦ Supplemental Releases ♦ Standard Releases ♦ Technical Support Services	\$ 25,769.00		
<b>MOTOROLA SOFTWARE SUPPORT TOTAL</b>	<b>\$ 25,769.00</b>	<b>THIRD PARTY SERVICE PROVIDER TOTAL</b>	<b>\$ N/A</b>

<u>OTHER AVAILABLE OPTIONS</u>	<u>ANNUAL FEE</u>
<input type="checkbox"/> Users Conference Attendance (\$2,650 per Attendee) Year _____ Number Attendees Requested _____ • Registration fee • Roundtrip travel for event (booked by Motorola) • Hotel accommodations (booked by Motorola) • Rental car (booked by Motorola) • Daily meal allowance (determined by Motorola guidelines)	\$ N/A
<input type="checkbox"/> Consulting Services - 8 Hour Blocks (plus travel fees)	\$ N/A
<input type="checkbox"/> Other:	\$ N/A
<b>OTHER OPTIONS TOTAL</b>	<b>\$ N/A</b>

Prepared by: Elizabeth Collins, (714) 238-2079, WNVK36@motorola.com  
**FULL TERM FEE GRAND TOTAL \* \$ 25,769.00**  
 \*Exclusive of taxes if applicable

Exhibit D  
CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

The following are Motorola's current billable 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 PPM.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$186 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$279 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$372 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$558 per hour, 2 hours minimum

Note: 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.