



LOS ALAMOS

**INCORPORATED COUNTY OF LOS ALAMOS
ORDERING DOCUMENT AND ADDENDUM TO
COUNTY AGREEMENT AGR23-929**

This Addendum to the County Agreement AGR23-929 (this “Addendum”) modifies the Motorola Solutions Inc. (“Motorola”) Agreements’ (Motorola Solutions Customer Agreement (MCA), Equipment Purchase and Software License Agreement (EPSLA), Vigilant Addendum (“VA”), Subscription Software Addendum (SSA), Mobile Video Addendum (“MVA”), and Professional Services Addendum (PSA), and any other applicable agreement, as may be amended by Motorola (“Agreements”) terms and conditions between Incorporated County of Los Alamos, an incorporated county of the State of New Mexico (“County”) and Motorola Solutions, Inc., a Delaware corporation (“Contractor” or “Motorola”) (collectively “Parties”). To the extent any provisions of this Addendum are inconsistent with the terms and conditions of the Agreements, the provisions of this Addendum will prevail. All terms used but not defined herein shall have the meanings ascribed to them in the Agreements.

Except as modified by this Addendum, the Equipment and Services are provided subject to the terms and conditions of the Agreements. Any modifications hereto shall be in writing and executed by the Parties.

WHEREAS, terms and conditions of the Agreements may be inconsistent with or may cause County to violate certain County policies or federal, state, and local laws to which it is subject; and

WHEREAS, County is subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq., and has a duty to disclose documents used in the course of public business.

NOW, THEREFORE, and in consideration of the premises and covenants contained herein, the Parties agree to amend the Agreement as follows:

- 1. CONFIDENTIALITY AND PROTECTION OF INFORMATION AND DISCLOSURE OF RECORDS.** Contractor acknowledges and agrees that County is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq (“IPRA”) and any references to confidentiality in the Agreements that conflict with IPRA are hereby deleted and replaced with the following: “County shall use its best efforts to assure that its personnel, and any others afforded access to the delivered information, protect the delivered information against unauthorized use, disclosure, copying, and dissemination, and that access to the delivered information and each part thereof shall be strictly limited to the extent allowed by law. As required by law, Parties have a duty to disclose documents, including provision of any data which has been included in any documents, records, or communications. Any records which fall under the purview of the New Mexico Inspection of Public Records Act shall be retained by the Parties in conformance with those requirements.”
- 2. INDEMNIFICATION BY COUNTY:** Contractor acknowledges and agrees that County is prohibited by New Mexico law from indemnifying Contractor and any references to such indemnification by County in the Agreement are hereby deleted. Notwithstanding the foregoing, County acknowledges that under no circumstances is Contractor liable or responsible for the acts, omissions, or negligent conduct of the County or it’s employees

or it's authorized users.

3. **TERM AND TERMINATION:** Contractor acknowledges that New Mexico law prohibits the inclusion of clauses that automatically extend the duration of an agreement unless one party provides notice to terminate it within a specified time (a.k.a. "Automatic Renewals") and any references to such Automatic Renewals in the Agreement are hereby deleted and all references to the Term of the Agreement are hereby deleted and replaced with the following provision: "The term of this Agreement shall commence September 6, 2023 and shall continue through September 5, 2028 [5 years] ("Initial Term"), unless sooner terminated as provided herein. County may elect to extend this Agreement upon mutual agreement, in writing upon conclusion of the Initial Term. County may terminate this Agreement with or without cause upon ninety (90) calendar days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed, and any Equipment provided to the County at the rates set out in the Agreement. Additionally, County acknowledges that Consultant will not provide a pro-rata refund of any annual prepaid software subscription fees. Upon termination, Contractor shall refund any prepaid maintenance and support fees covering the remainder of the term after the effective date of termination. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to the Agreement. The Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose."
4. Section **4 VaaS Program Terms. of the Vigilant Addendum** is hereby deleted in its entirety.
5. Section **6 VaaS Program Terms** of the MVA is hereby deleted in its entirety.
6. Sections **12.1. Governing Law.** and **12.3 Litigation. Venue. Jurisdiction.** of the MCA is hereby deleted in its entirety and replaced with the following:

"The interpretation and enforcement of the Agreements shall be governed by and construed in accordance with the laws of the State of New Mexico. County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel."

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes concurrent with the effective date of the Agreement and shall remain in effect throughout the term of the Agreement, unless otherwise mutually agreed in writing by Parties.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

MOTOROLA SOLUTIONS, INC., A DELAWARE CORPORATION

BY: _____
NAME: _____ **DATE**
TITLE: _____