

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NUMBER 7-17-70-42-07  
AMENDMENT 1**

Public Safety Video Equipment  
Oklahoma NASPO ValuePoint Master Agreement Number OK-MA-145-010  
**Motorola Solutions, Inc. (Contractor)**

The parties mutually agree to amend Participating Addendum 7-17-70-42-07 as follows:

- 1) Per the Assignment Agreement executed by the state of Oklahoma for Master Agreement OK-MA-145-010, Participating Addendum contractor is changed from WatchGuard, Inc. to Motorola Solutions, Inc. All references to WatchGuard, Inc. ("Contractor") within the Participating Addendum are hereby revised to reflect Motorola Solutions, Inc. ("Contractor").
- 2) **Section 16. CONTRACT MANAGEMENT, subparagraph A** is revised to read as follows:
  - A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Kelly Bluth
Phone:	(702) 539-0579
Email:	<a href="mailto:kelly.bluth@motorolasolutions.com">kelly.bluth@motorolasolutions.com</a>
Address:	Motorola Solutions, Inc. Attn: Kelly Bluth 500 W. Monroe Street Chicago, IL 60661

- 3) **Section 16. CONTRACT MANAGEMENT, subparagraph B** is revised to read as follows:
  - B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Maureen Seiferling
Phone:	(279) 946-8226
Email:	<a href="mailto:maureen.seiferling@dgs.ca.gov">maureen.seiferling@dgs.ca.gov</a>
Address:	State of California Department of General Services Procurement Division

**Participating Addendum 7-17-70-42-07  
Amendment 1**

State	Contract Administrator
	707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

4) **Section 19. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

**19. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

Motorola Solutions, Inc.

*Agency Name*

*Contractor Name*

Julie Matthews Digitally signed by Julie Matthews  
Date: 2023.10.06 09:53:07 -07'00' 10/6/2023

*Nicole Talton* 10/3/2023

*Authorized Signature*                      *Date Signed*

*Authorized Signature*                      *Date Signed*

Julie Matthews, MAU2 Supervisor

Nicole Talton, VP, Motorola Solutions, Inc., Mobile Video

*Printed Name/Title of Person Signing*

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

500 W. Monroe Street  
Chicago, IL 60661

*Address*

*Address*

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NO. 7-17-70-42-07**  
**PUBLIC SAFETY VIDEO EQUIPMENT**  
Oklahoma NASPO ValuePoint Master Agreement No. OK-MA-145-010  
**WatchGuard, Inc. (Contractor)**

This Participating Addendum Number 7-17-70-42-07 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and WatchGuard, Inc. (hereafter referred to as "Contractor") under the lead state of Oklahoma NASPO ValuePoint Master Agreement Number OK-MA-145-010.

**1. SCOPE**

- A. This Participating Addendum covers the purchase of Public Safety Video Equipment under the Oklahoma NASPO ValuePoint Master Agreement. The Oklahoma NASPO ValuePoint Master Agreement Number OK-MA-145-010 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California State agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Oklahoma NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

**2. TERM**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end January 31, 2020, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are automatically incorporated into this Participating Addendum.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

**3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS**

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
- 2) Cloud Computing-Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
- 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
- 4) Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS), effective 05/11/16 6/8/2010. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

#### **4. ORDER OF PRECEDENCE**

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-17-70-42-07
- B. Oklahoma NASPO ValuePoint Master Agreement Number OK-MA-145-010
- C. Oklahoma Solicitation OK-MA-145 including all Addendums
- D. Contractor's response to the Oklahoma Solicitation

#### **5. AVAILABLE PRODUCTS AND SERVICES**

A. The following product and service offerings from the Oklahoma NASPO ValuePoint Master Agreement Number OK-MA-145-010 are allowed under this Participating Addendum:

- 1) Band 1: Body Worn Video Cameras and Recording Devices
- 2) Band 2: Vehicle Mounted Video and Recording Devices
- 3) Band 3: Video Storage, Data Security, Software and Peripherals

**6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (State Agencies Only)**

- A. Product and service categories available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. As applicable, State agencies are responsible for obtaining an exemption from DGS or the California Department of Technology prior to issuing a purchase order. This restriction is not applicable to local governments.
- B. Installation services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means. This restriction is not applicable to local governments.

**7. PRICING**

- A. Contractor shall notify State Contract Administrator when NASPO ValuePoint lead state Contract Administrator has approved revisions to the Master Agreement Price List.
- B. The Price List shall include the following:
  - 1) Manufacturer Part Number or Item Number
  - 2) List Price
  - 3) Discount off List Price
  - 4) Contract Price

**8. EQUIPMENT ADDITIONS/DELETIONS**

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
  - 1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
  - 2) Contractor has obtained prior approval from the Oklahoma NASPO ValuePoint Contract Administrator; and
- B. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the Oklahoma NASPO Valuepoint Master Agreement.

**9. AUTHORIZED RESELLERS**

Authorized Resellers are not available for this Participating Addendum.



## 10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agency and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

## 11. DELIVERY

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board Destination (F.O.B.)

## 12. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with Paragraph 30 (Required Payment Date) of the GSPD-401IT terms and conditions.
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor does not accept the State of California credit card (CAL-Card) for payment of invoices.

## 13. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify this report and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at [PDCooperatives@dgs.ca.gov](mailto:PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting

corrected reports within five business days of the date of written notification from the State.

- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

**14. ADMINISTRATIVE FEE**

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California  
Department of General Services, Procurement Division  
Attention: Cooperative Agreement Program  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the Ordering Agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

### 15. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Fran Judge
Phone:	(661) 714-5959
Fax:	(972) 423-9778
Email	<a href="mailto:Fjudge@watchguardvideo.com">Fjudge@watchguardvideo.com</a>
Address:	415 E. Exchange Parkway Allen, TX 75002

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Stacy Jarvis
Phone:	(916) 375-4378
Email	<a href="mailto:Stacy.Jarvis@dgs.ca.gov">Stacy.Jarvis@dgs.ca.gov</a>
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.



## **16. TERMINATION OF AGREEMENT**

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

## **17. AMENDMENT**

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

## **18. AGREEMENT**

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Oklahoma NASPO ValuePoint Master Agreement Number OK-MA-145-010, at prices equal to or lower than the prices on that contract.

Participating Addendum No. 7-17-70-42-07  
WatchGuard, Inc.

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

**STATE OF CALIFORNIA**

Department of General Services

Agency Name

 10/3/19  
Authorized Signature Date Signed

Stephanie Lim, MPU2 Supervisor  
Printed Name/Title of Person Signing

707 Third Street  
West Sacramento, CA 95605  
Address

**CONTRACTOR**

WatchGuard, Inc.

Contractor Name

 9/25/19  
Authorized Signature Date Signed

Troy Montgomery, Vice President of Sales  
Printed Name/Title of Person Signing

415 E. Exchange Parkway  
Allen, TX 75002  
Address

