

PARTICIPATION ADDENDUM

STATE OF UTAH CONTRACT

**Administered by the Utah Communications Authority
(the “Authority”)**

**MASTER AGREEMENT
RFP#CO19008**

**L3Harris Technologies, Inc.
(the “Contractor”)**

AND

**[name] UTAH TRANSIT AUTHORITY
(the “Participating Entity”)**

THIS PARTICIPATION ADDENDUM (“**Participation Addendum**”) is made and entered into this 18th of July, 2024 (“**Effective Date**”), by and among the Participating Entity, the Authority, and Contractor. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Master Agreement (as defined below).

RECITALS

A. WHEREAS, Contractor and the Authority entered into that certain State of Utah Contract dated June 7, 2019, as a result of the procurement process associated with the Authority’s Request for Proposal Solicitation #CO19008, as amended as of the Effective Date of this Participation Addendum (“**Master Agreement**”), whereby Contractor agreed to provide the Authority a public safety emergency radio communications system to support mission critical communications using real time operable and interoperable two-way wireless communications capabilities to all authorized users (the “**Services**”) as further described in the Master Agreement;

B. WHEREAS, in accordance with Section 66 of the Master Agreement, the Master Agreement, can be used by the State of Utah or any of its agencies or political subdivisions for the purchase of any Procurement Items, as defined in the Master Agreement, under the terms set forth in the Master Agreement (“**Cooperative Purchase**”); and

C. WHEREAS, the Authority, Participating Entity and Contractor desire to exercise the Cooperative Purchase and provide for other changes to the Master Agreement, all on the terms and conditions as set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Scope. This Participation Addendum authorizes the Participating Entity to make a Cooperative Purchase of all Procurement Items identified in Contractor’s Quote, attached hereto as Exhibit A.

This Cooperative Purchase will be governed by the terms of this Participation Addendum as well as the Master Agreement, which further defines each party’s respective obligations associated with the Participating Entity’s purchase of such Cooperative Purchase.

2. Participation. The Participating Entity is executing this Participation Addendum for the purpose of purchasing the Procurement Items identified in Exhibit A as a Cooperative Purchase from Contractor pursuant to the Master Agreement. The Participating Entity represents and warrants that it is eligible to purchase the Cooperative Purchase under applicable law. The Participating Entity will be subject to all of the terms and conditions provided herein and the Master Agreement. The Participating Entity shall be Contractor’s customer of record for the Cooperative Purchase provided to the Participating Entity. Except as otherwise provided for herein, no additional rights and remedies are granted to Participating Entity. The Participating Entity shall be responsible for any and all use of the Cooperative Purchase, liabilities and all costs associated with Participating Entity’s purchase of the Cooperative Purchase.
3. Primary Contacts. The primary contact individuals for this Participation Addendum are as follows (or their named successors):

<u>The Authority</u>	<u>Contractor</u>	<u>Participating Entity</u>
Name: Utah Communications Authority	Name: L3Harris Technologies, Inc.	Name: Utah Transit Authority
Address: 5215 Wiley Post Way, #550 Salt Lake City, Utah 84116	Address: 221 Jefferson Ridge Parkway Lynchburg, VA 24501	Address 669 W 200 S Salt Lake City, UT 84101
Contact Person: Tina Mathieu	Contact Person: Jeremy Roe	Contact Person: Rick Wilson
Telephone: 801-840-4200	Telephone: 434-455-9467	Telephone: 801-556-43196
Email: tmathieu@uca911.org	Email: jeremy.roe@L3Harris.com	Email: rwilson@rideuta.com

4. Quote/Order. Contractor has provided a Quote for the Cooperative Purchase to the Participating Entity, attached hereto as Exhibit A. If Participating Entity desires to execute the Cooperative Purchase, Participating Entity shall place the order with Contractor. Any order placed by a Participating Entity shall be deemed to be a sale under the Master Agreement and governed by the prices and terms and conditions of the Master Agreement, unless the parties of the order agree in writing that another contract or agreement applies to such order. Given the terms of the Master Agreement, specifically Table B.10.A of Appendix D of the Master Agreement as it relates to quantities purchased before system acceptance, the Participating Entity may, ultimately, be charged less than the Quote for Cooperative Purchase, but not more.
5. Term and Termination. The term of this Participation Addendum shall commence on the Effective Date and shall automatically terminate upon the delivery of the Procurement Items identified in the attached Exhibit A. The termination of this Participation Addendum shall not affect the validity or survival of any provision of the Master Agreement or any provision of this Participation Addendum that expressly survives termination
6. Delivery of Goods. The Parties agree that any and all goods which are purchased as part of this Cooperative Purchase shall be delivered to the Participating Entity at the address specified by the

Participating Entity or, if not otherwise specified, to the address on the purchase order. Participating Entity agrees, however, that delivery to the either address shall be considered delivery of the Goods to the Participating Entity.

7. Invoicing and Payment. Contractor shall submit invoices within thirty (30) days of delivery date of the Cooperative Purchase to the Participating Entity (at the Authority's Warehouse) except as otherwise specified in the Master Agreement. The prices paid by the Participating Entity will be those prices listed in the Master Agreement.

Payments are to be made by the Participating Entity within thirty (30) days after a correct invoice is received. All payments from Participating Entity to Contractor will be remitted by mail, or electronic funds transfer. If payment has not been made by the Participating Entity within sixty (60) days from the date a correct invoice is received by the Participating Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act.

8. The Authority's Authority. The parties hereto acknowledge and agree that by execution of this Participation Addendum, Participating Entity hereby agrees and affirms that the Authority shall have the right, power, and authority to bind Participating Entity to any subsequent change order, amendment, addenda or other document amending or modifying the Master Agreement, or any other document relating to the Master Agreement, as may be amended or modified.
9. Entire Agreement. This Participation Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participation Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, that are not specified herein.
10. No Other Modifications. All other terms of the Master Agreement and shall remain unchanged and remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Participation Addendum to be signed by their authorized representatives as of the Effective Date.

UTAH COMMUNICATIONS AUTHORITY

DocuSigned by:
By Tina Mathieu _____
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Name: Tina Mathieu

Title: Executive Director

Date: 7/22/2024

L3HARRIS TECHNOLOGIES, INC.

DocuSigned by:
By Jeremy Roe _____
655EF1D741C4428...

Name: Jeremy Roe

Title: Principle, Contracts

Date: 7/22/2024

UTAH TRANSIT AUTHORITY

DocuSigned by:
By Alisha Garrett _____
E1DB3579F7C44E4...

Name: Alisha Garrett

Title: Chief Enterprise Strategy Officer

Date: 7/19/2024

DocuSigned by:
By Kyle Brimley _____
CB9FE5CC1B7E447...

Name: Kyle Brimley

Title: IT Director

Date: 7/18/2024

DocuSigned by:
By Mike Bell _____
70E33A415BA44F6...

Name: Mike Bell

Title: UTA Legal Counsel

Date: 7/18/2024