T R A N S M I T T A L

TO	DATE	COUNCIL FILE NO.
The City Council	08/15/2023	

FROM	COUNCIL DISTRICT
The Mayor	--

Twenty-First Amendment to Contract No. C-123897 between the City of Los Angeles and Motorola Solutions, Inc. for
Maintenance, Support and Upgrade of the Land Mobile Radio (LMR) Network
and PremierOne™ Computer-Aided Dispatch (P1 CAD) System

Transmitted for further processing. See the
City Administrative Officer report attached.

_____
MAYOR
(Chris Thompson for)

MWS:LMP:04230163

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
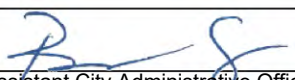($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 06-27-23	C.D. No. --	CAO File No.: 0150-10464-0007

Contracting Department/Bureau: Los Angeles Police Department (LAPD)	Contact: James Aceron, (213) 486-0378

Reference: Board of Police Commissioners transmittal dated June 9, 2023.

Purpose of Contract: To provide for the maintenance, support, and upgrades of hardware and software for the Department's Land Mobile Radio network and the PremierOne™ Computer-Aided Dispatch system.

Type of Contract: ( ) New contract (x) Amendment, Contract No. C-123897	Contract Term Dates: May 8, 2014 – August 31, 2027

Contract/Amendment Amount: $61,684,322.05

Proposed amount $20,433,974 + Prior award(s) $41,231,874.40 = Total $61,665,848.40; an additional $18,473.65 of unfunded Contingency Spending Authority remains available for a total potential compensation amount of $61,684,322.05.

Source of funds: General Fund and the U.S. Department of Homeland Security Urban Areas Security Initiative (UASI) Fiscal Year 11, 12, 14, 18, 19 and 20 Grant Program funds.

Name of Contractor: Motorola Solutions, Inc.
Address: 6450 Sequence Drive, San Diego, CA 92121

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	x		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	x		
3. Charter Section 1022 findings completed			X	10. Contractor Responsibility Ordinance	x		
4. Proposals have been requested			X	11. Disclosure Ordinances	x		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50		x	
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55		x	
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010	x		

RECOMMENDATION

That the Council, subject to approval by the Mayor, authorize the Chief of Police, or designee, to negotiate and execute the Twenty-First Amendment to Contract No. C-123897, a Master Services Agreement (MSA) between the Los Angeles Police Department and Motorola Solutions, Inc. (Contractor), for the purpose of adding $20,433,974 to maintain, support and upgrade the Land Mobile Radio (LMR) network and the PremierOne™ Computer-Aided Dispatch (P1 CAD) system, and extend the term of the contract from the previous term from May 8, 2014 through February 28, 2025, to a new term from May 8, 2014 through August 31, 2027, subject to the review and approval by the City Attorney as to form.

SUMMARY

The Los Angeles Police Department (LAPD) requests authority to execute the Twenty-First Amendment to Contract No. C-123897 between the City of Los Angeles and Motorola Solutions, Inc. to provide maintenance, support and upgrade services for the LMR and P1 CAD systems. The proposed amendment will also extend the term of the contract through August 31, 2027. As the services provided

Lani Ponciano	
LP Analyst 04230163	Assistant City Administrative Officer

through this Amendment are essential to public safety, the Department reports that the LMR and P1 CAD network will continue in operation for the foreseeable future; and due to the proprietary nature of these systems, the City Attorney has approved the contract on a sole source basis.

The proposed agreement is in compliance with Ordinance 187134, which incorporates the updated Standard Provisions that include language requiring employees of City contractors and subcontractors to be fully vaccinated against the COVID-19 virus.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required because the proposed contract term exceeds three years. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts, as well as with all City contracting requirements.

BACKGROUND

On April 25, 2014, the Mayor authorized the LAPD to negotiate and execute a Master Services Agreement (MSA) with the Contractor to allow, on an as needed basis, the purchase of technical services consisting of field engineering; communications system design; system upgrade or expansion; project management; system technologist; field service; installation, programming, maintenance and support; and other services associated with the LAPD's various communication systems, including the Land Mobile Radio (LMR) network and the CAD system, Geofile, Voice Radio Systems (VRS), Data and Dispatch Radio Systems, handheld and mobile radios, and the Automated License Plate Recognition (ALPR) system. Given that the Contractor possesses proprietary data and technology specific to the Department's radio systems and equipment requirements, the LAPD requested, and the City Attorney approved the MSA as a sole-source contract. As such, the MSA serves as an umbrella agreement to be utilized when the LAPD requires services from the Contractor for a particular project that meets the description/scope of the MSA. Since the original MSA covered a term of three years (May 8, 2014 through May 7, 2017) and for an amount of less than the annually adjusted contract exemption limit, Council approval was not required.

Subsequently, the Council accepted and authorized grant funding from the Fiscal Year 2011 and 2012 U.S. Department of Homeland Security UASI Grant Program which increased funding for the MSA to $1,793,391 (C.F. 14-1749). On December 15, 2015, the Council approved the extension of the contract term to five years (May 8, 2014 through May 7, 2019) along with the implementation of a Contingency Spending Authority (CSA) of $6.0 million for future expenses, based upon LAPD submitting a written report to the Council's Budget and Finance Committee with a detailed description of the projects and required funding from the CSA (C.F. 15-1313). As of June 9, 2020, the LAPD has utilized $5.982 million of the $6 million in CSA funding to upgrade the 9-1-1 Telephony Recorders; implement an interface for the CAD, Records Management and Telogis Systems, the latter of which collects driving data from Police vehicles; hire a CAD on-site System Administrator from January 1, 2019 through May 31, 2019; install mobile data computers and related equipment within 1,800 patrol vehicles; and extend the 9-1-1 Telephony Recording System support and maintenance term from January 1, 2020 through December 31, 2021. To date, the remaining CSA balance is $18,473.65.

Contract Amendment History

A chronological history of the service agreement amendments with Motorola Solutions, Inc. is provided in the table on the following pages:

Contract Amendment History – Motorola Solutions, Inc.

Amendment	Date Executed	Purpose	Amount	Remaining Contingency Spending Authority
First	3/17/2014	Added funds to maintain and update the 9-1-1 Dispatch Center's Geofile System and provide ongoing maintenance.	$60,000.00	$0.00
Second	04/02/2015	Added funds to support the Voice Radio System (VRS) Upgrade Project by adding Dynamic System Resilience back-up for geographic redundancy of the radio core.	$86,951.08	$0.00
Third	04/21/2015	Added U.S. Department of Homeland Security grant funds to upgrade and repair the LAPD Radio Base System (C.F. 14-1749).	$1,646,439.92	$0.00
Fourth	12/18/2015	Added funding for the installation of communications equipment in the Northeast Area station and added the $6.0 million Contingency Spending Authority (CSA) (C.F. 15-1313).	$261,515.00	$6,000,000.00
Fifth	3/30/2016	Utilized CSA for the telephony logging recorder system (C.F. 15-1313).	$1,489,436.00	$4,510,564.00
Sixth	3/30/2016	Utilized CSA for the Computer-Aided Dispatch (CAD) system (C.F. 15-1313).	$1,382,422.00	$3,128,142.00
Seventh	5/25/2016	Added U.S. Department of Homeland Security grant funds to install Automated License Plate Recognition systems in LAPD vehicles (C.F. 14-0820).	$52,800.00	$3,128,142.00
Eighth	6/15/2016	Administrative changes.	--	$3,128,142.00
Ninth	9/28/2016	Administrative changes.	--	$3,128,142.00
Tenth	3/9/2018	Utilized CSA to implement an interface for the CAD and Records Management System (RMS); to provide onsite support; and to perform CAD network engineering, integration, testing, and support (C.F. 15-1313).	$299,794.35	$2,828,347.65
Eleventh	10/29/2018	Utilized CSA to implement interfaces between the RMS and the Telogis System the latter of which collects driving data from Police vehicles. (C.F. 15-1313)	$58,208.00	$2,770,139.65
Twelfth	4/24/2019	Added Port of Los Angeles funds for implementation of a CAD and RMS for the Port Police which will interface with LAPD-related systems (C.F. 15-1313).	$2,755,782.00	$2,770,139.65
Thirteenth	10/17/2019	Extended term of the Agreement for five years. Utilized CSA to add P1 CAD on-site System Administrator from January 1, 2019 to May 31, 2019 (C.F. 15-1313).	$254,111.00	$2,516,028.65
Fourteenth	3/19/2020	Added Port of Los Angeles funds to install, upgrade, and activate the Harbor District public safety radio system to a 700MHz system (C.F. 15-1313).	$16,571,878.70	$2,516,028.65

Amendment	Date Executed	Purpose	Amount	Remaining Contingency Spending Authority
Fifteenth	6/08/2020	Added U.S. Department of Homeland Security grant funds to upgrade the LAPD's radio system (C.F. 18-0397).	$1,613,122.00	$2,516,028.65
Sixteenth	06/09/2020	Utilized CSA to install mobile data computers & related equipment within 1,800 patrol vehicles and extend the 9-1-1 Telephony System support & maintenance from January 1, 2020 through December 31, 2021 (C.F. 15-1313).	$2,497,555.00	$18,473.65
Seventeenth	10/04/2021	Added funds for the maintenance and support of the P1 CAD system (C.F. 15-1313).	$5,970,842.50	$18,473.65
Eighteenth	12/16/2021	Added U.S. Department of Homeland Security grant funds to enhance Motorola's Project 25 Time-Division Multiple Access (TDMA) Radio System (C.F. 13-0136).	$3,059,030.00	$18,473.65
Nineteenth	08/10/2022	Added U.S. Department of Homeland Security grant funds to provide two years of maintenance, support and upgrade of the LMR network (C.F. 20-1156).	$3,171,986.85	$18,473.65
Twentieth	04/13/2023	Decreased the U.S. Department of Homeland Security UASI FY18 grant funds by $241,968.15 due to cost savings in upgrading the LMR system (C.F. 18-0397) and reallocated the same amount to UASI FY19 grant funds to provide same services through the Fifteenth Amendment (C.F.19-0695).	--	$18,473.65

FISCAL IMPACT STATEMENT

Approval of the recommendations in this report will increase funding for the contract with Motorola Solutions, Inc. as provided by the General Fund in the amount of $16,433,974, and from the Urban Areas Security Initiative grant program by $4,000,000, under the following terms: $1,000,000 of UASI Fiscal Year 21 Grant Program funds already allocated by the grantor and authorized by the Council (C.F. 21-1320) to fund Year 3 of Advanced Plus security monitoring of the Land Mobile Radio system and the P1 CAD system, and a proposed $1,000,000 each from the UASI Fiscal Year 22, 23 and 24 grant program allocations to fund Years Four, Five and Six of Advanced Plus security monitoring. Should funding in future fiscal years not be appropriated to the Department, Contract Section 3.E., Compensation and Method of Payment, Limitation of City's Obligation to Make Payments to Contractor, protects the City from any claims by the Contractor for payment until the City makes an appropriation of funds for such work.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that contract expenditures will be limited to the use of approved budgeted funds.

MWS:LMP:04230163

Attachment

LOS ANGELES POLICE COMMISSION

KAREN BASS
MAYOR

June 9, 2023

BPC #23-101

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: REQUEST FOR APPROVAL OF THE 21ST AMENDMENT TO CONTRACT NO. C-123897, MOTOROLA SOLUTIONS, INC., SERVICE AGREEMENT.

At the regular meeting of the Board of Police Commissioners held Tuesday, June 6, 2023, the Board APPROVED the Department's report relative to the above matter.

Respectfully,

BOARD OF POLICE COMMISSIONERS

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

May 24, 2023
1.17

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF THE 21ST AMENDMENT TO MOTOROLA SOLUTIONS, INC. MASTER SERVICE AGREEMENT (CONTRACT NO. C-123897)

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) review and approve the attached 21st Amendment to Motorola Solutions, Inc. (Motorola) Master Service Agreement (MSA) between the City of Los Angeles (City) and Motorola Solutions, Inc. (Contractor).

2. That the Board TRANSMIT the 21st Amendment to the Mayor's Office for review and approval.

3. That the Board AUTHORIZE the Chief of Police to execute the 21st Amendment upon Mayoral approval.

DISCUSSION

The City of Los Angeles (City) has built a comprehensive land mobile radio (LMR) network over the past several decades to facilitate radio communication for public safety operations. The Department has responsibility for a portion of this crucial infrastructure and has made significant capital investments to modernize the system. The Department of Homeland Security has awarded the City multiple rounds of Urban Areas Security Initiative (UASI) grants to mitigate the financial impact and to assist in establishing a network that serves the City and provides mission-critical regional interoperability. To protect the operational health and ensure longevity of the infrastructure, the 21st Amendment to the Motorola MSA will cover maintenance, cybersecurity monitoring, system upgrades, 9-1-1 dispatch and LMR call recording ("logging") and select hardware replacement.

The term of this Amendment is six-years, with an aggregate contractual obligation of $20,433,974.00. Deputy City Attorney Barak Vaughn of the Office of the City Attorney has approved the Agreement as to form.

Should you have any questions concerning this Amendment, please contact
Deputy Chief John McMahon, Commanding Officer, Information Technology Bureau,
at (213) 486-0370.

Respectfully,

MICHEL R. MOORE
Chief of Police

Attachment

TWENTY-FIRST AMENDMENT TO CONTRACT NUMBER C-123897
BETWEEN
THE CITY OF LOS ANGELES
AND
MOTOROLA SOLUTIONS, INC.

This is the **TWENTY-FIRST AMENDMENT** to Contract Number C-123897 between the City of Los Angeles, a Municipal Corporation, ("City"), acting by and through the Los Angeles Police Department, ("LAPD") and Motorola Solutions, Inc., a Delaware Corporation ("Motorola" or "Contractor").

RECITALS

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through the Grant Programs Directorate within the Federal Emergency Management Agency ("FEMA"), has provided financial assistance to the Los Angeles/Long Beach Urban Area ("LA/LBUA") through the Fiscal Year ("FY") 2011 Urban Areas Security Initiative Grant Program ("UASI 11"); the FY 2012 Urban Areas Security Initiative Grant Program ("UASI 12"); the FY 2018 Urban Areas Security Initiative Grant Program, the FY 2019 Urban Areas Security Initiative Grant Program ("UASI 19"), and the FY 2020 Urban Areas Security Initiative Grant Program ("UASI 20"), along with UASI 11, UASI 12, UASI 18, and UASI 19 (collectively, the "Grant") in the amounts of $58,035,381.00, $50,654,524.00, $56,236,000, $56,236,00 and $56,236,000 respectively (collectively, the "Grant Funds"), such Grant Funds having been awarded by DHS to the City, as a Core City, for use in the LA/LBUA, and such Grant having been accepted by the Los Angeles City Council on June 6, 2012 (C.F. #11-1256); December 14, 2012 (C.F. #12-0930); April 18, 2019 (C.F. #18-0397); March 17, 2020 (C.F. #19-0695) and May 11, 2022 (C.F. 20-1156); and

WHEREAS, the Grant is administered for the LA/LBUA by the City of Los Angeles through its Mayor's Office of Public Safety ("Mayor's Office") and is overseen by the California Governor's Office of Emergency Services ("CalOES"), along with FEMA and DHS (collectively, the "Grantor"); and

WHEREAS, the City has designated the Mayor's Office to provide for proper monitoring of the funding and administration of the Grant and the projects related thereto; and

WHEREAS, on May 8, 2014, the Los Angeles Police Department ("LAPD") and the Contractor entered into that certain City of Los Angeles Contract Number C-123897 ("Master Services Agreement" or "MSA"), as subsequently amended, for Contractor's provision, on an as-needed basis, of technical services consisting of field engineering; communications system design; system upgrade or expansion; project management; system technologists; field service; installation, programming, maintenance and support; or other services associated with LAPD's various communication systems (collectively, the "Project"), based on terms provided under the MSA and additional terms as may be

agreed to by the City and the Contractor for such services, such Agreement having a term as subsequently amended, of May 8, 2014 through February 28, 2025; and

WHEREAS, the MSA provided that additional phases and services related to the Project would be added to the MSA by amendment, for the purpose of upgrading and optimizing LAPD's radio communications systems; and

WHEREAS, the First Amendment provided for an upgrade of the LAPD's Geofile system for the 9-1-1 Dispatch Center and added a contract ceiling amount of $60,000.00 using City General Funds only; and

WHEREAS, the Second Amendment provided for a part of the upgrade of the LAPD's radio system utilizing City General Funds and increased the contract ceiling by $86,951.08 for a total of $146,951.08; and

WHEREAS, on or about April 21, 2015, the City and the Contractor entered into a Third Amendment to Contract Number C-123897, in which the Contractor agreed to provide services to LAPD's radio communications systems (the "Services"), for which the City agreed to increase Contractor's compensation by Eight Hundred Eighty-Nine Thousand Two Hundred Seventeen Dollars and Ninety-Two Cents ($889,217.92) in UASI 11 funds; and Seven Hundred Fifty-Seven Thousand Two Hundred Twenty-Two Dollars ($757,222.00) in UASI 12 funds, for a total amount of One Million Six Hundred Forty-Six Thousand Four Hundred Thirty-Nine Dollars and Ninety-Two Cents ($1,646,439.92) in UASI Grant Funds (C.F. #11-1256, 6/6/12; C.F. #12-0930, 12/14/12); and

WHEREAS, the Fourth Amendment provided for communications equipment to be installed at the new Northeast Area station and increased the contract ceiling by $261,515.00 in City General Funds for a total of $2,054,906.00, provided for a $6,000,000.00 contingency fund in City General Funds for future projects related to Scope of Agreement of the Original Agreement, increasing the total contract ceiling to $8,054,906.00, and extended the term of the Original Agreement by two years through May 7, 2019; and

WHEREAS, the Fifth Amendment provided for the purchase of logging equipment and services related to LAPD's communications system, utilizing $1,489,436.00 from the City's General Fund and

WHEREAS, the Sixth Amendment provided for the upgrade of the LAPD's Computer-Aided Dispatch (CAD) system to the PremierOne CAD (P1CAD) and the purchase of the Premier Mobile Data Computer (PMDC), utilizing $1,382,422.00 from the City's General Fund and

WHEREAS, the Seventh Amendment provided for the payment of certain services to install additional Automated License Plate Recognition (ALPR) Systems in multiple LAPD vehicles for an amount not to exceed $52,800.00 in grant funds awarded by the

U.S Department of Homeland Security and administered by the City through its Mayor's Office of Homeland Security and Public Safety; and

WHEREAS, the Eighth Amendment provided for further articulation of the existing scope of the Sixth Amendment and added a Deliverable and Payment Schedule for the work being performed under the Fifth Amendment; and

WHEREAS, the Ninth Amendment provided for the integration of the Statement of Work from the Eighth Amendment and hardware being purchased for this project through a separate City agreement into a single, integrated document and eliminated much of the cross referencing between the two documents; and

WHEREAS, the Tenth Amendment restated some parts of Exhibit 2 of the Eighth Amendment entitled "PremierOne CAD/PMDC Project, Statement of Work"; provided for the payment of $50,233.00 in City General Funds and detailing the responsibilities, statement of work, pricing, and terms and conditions associated with implementing interfaces to the Niche Records Management System (RMS); and provided for the scope of work, time estimate and payment schedule of $157,346.35 for PremierCAD onsite support; and

WHEREAS, the Eleventh Amendment provided for the payment of $58,208.00 in City General Funds and detailing the responsibilities, statement of work, pricing, and terms and conditions associated with implementing interfaces to the Telogis System; and

WHEREAS, the Twelfth Amendment allowed the Los Angeles Port Police to include the provision of and payment for the mission critical P1CAD system and the Records Management System ("RMS") which will have improved features, functionality and performance, including integration with the LAPD, upon terms more fully set forth in the Master Service Agreement and the Twelfth Amendment, for a compensation amount not to exceed $2,755,782.00 in Harbor Department Capital Improvement Project Funds; and

WHEREAS, the Thirteenth Amendment was entered into to extend the term of the Agreement for an additional five-year period, through May 7, 2024; adding a PremierCAD On-site System Administrator from January 1, 2019 to May 31, 2019; amending the Scope of Work for P1CAD/PMDC Project and provided for a compensation amount not to exceed $254,111.00 from the City's General Fund for the work completed under this Amendment; and

WHEREAS, the Fourteenth Amendment allowed the Los Angeles Port Police to include the provision of and payment for the installation, upgrade and activation of the public safety radio system within the Harbor District to a 700MHz system for $16,571,878.70 in Harbor Department funds; and

WHEREAS, on or about June 8, 2020, the City and the Contractor entered into that certain City of Los Angeles Fifteenth Amendment to Contract Number C-123897, in

which the Contractor agreed to provide additional services to LAPD's radio communications systems (the "Services"), for which the City agreed to increase Contractor's compensation by One Million Six Hundred Thirteen Thousand One Hundred Twenty-Two Dollars ($1,613,122.00) in UASI 18 funds, which, along with the UASI 11 and UASI 12 Grant Funds, resulted in a total compensation of UASI Grant funds due to Contractor under the MSA of Three Million Two Hundred Fifty-Nine Thousand Five Hundred Sixty-One Dollars and Twenty-Two Cents ($3,259,561.22) (C.F. 18-0397, 4/29/20); and

WHEREAS, the Sixteenth Amendment provided for the installation by Motorola of Intel NUC-style Computers/CPUs, Panorama antennas, Sierra Wireless modems, and related cabling into one thousand eight hundred (1,800) standard patrol vehicles (excludes command vehicles, vans, and trucks) and provided for the continued maintenance of the LAPD's 9-1-1 telephony recording system (NICE Logger), which was purchased under the Fifth Amendment to the Original Agreement; and

WHEREAS, the Seventeenth Amendment provided for the support and maintenance services for the PremierOne Computer Aided Dispatch System (P1CAD) approved under the Sixth Amendment, for a period of five years, commencing on March 1, 2020, and ending February 28, 2025, and increased the total compensation by $5,970,842.50 in City General Funds; and

WHEREAS, the Eighteenth Amendment increased the total compensation of UASI Grant Funds paid to Contractor under the Agreement by the amount of Three Million Fifty-Nine Thousand Thirty Dollars ($3,059,030.00) in UASI 19 Grant Funds (the "Increase") in consideration of Contractor's performance of the Additional Services, which, along with UASI 11, UASI 12, and UASI 18 Grant Funds, results in a total compensation of UASI Grant funds due to Contractor under the MSA of Six Million Three Hundred Eighteen Thousand Five Hundred Ninety-One Dollars and Twenty-Two Cents ($6,318,591.22), such Increase having been authorized by the Los Angeles City Council and Mayor (C.F. #19-0695, 3/17/20 and 10/20/21); and

WHEREAS, the Nineteenth Amendment added services to provide the City of Los Angeles Police Department with two years of certain hardware, software, and services that are packaged together as VRS 7.18 Advanced Plus Services and SUA and Maintenance; such services include, among other things, network event monitoring technical support, network hardware repair with advanced replacement, remote security patch installation, dispatch service, onsite support, annual preventative maintenance, and network updates and security monitoring, increase the total compensation of UASI Grant Funds paid to Contractor under the Agreement by the amount of Three Million One Hundred Seventy-One Thousand Nine Hundred Eighty-Six Dollars and Eighty-Five Cents ($3,171,986.85) (the "Increase"), which is comprised of Seven Hundred Seventy-One Thousand Nine Hundred Eighty-Six Dollars and Eighty-Five Cents ($771,986.85.00) in UASI 19 Grant Funds and Two Million Four Hundred Thousand Dollars ($2,400,000.00) in UASI 20 Grant Funds, in consideration of Contractor's performance of the Additional Services, which, along with UASI 11, UASI 12, and UASI

18 Grant Funds, results in a total compensation of UASI Grant funds due to Contractor under the MSA of Nine Million Four Hundred Ninety Thousand Five Hundred Seventy-Eight Dollars and Seven Cents ($9,490,578.07); and

WHEREAS, the Twentieth Amendment to the MSA decreased the Fifteenth Amendment's UASI 18 allocation by the Cost Savings, resulting in a modified allocation of UASI 18 grant funds in the sum of One Million Three Hundred Seventy-One Thousand One Hundred Fifty-Three Dollars and Eighty-Five Cents ($1,371,153.85) and a total modified compensation of UASI Grant Funds due to the Contractor under the Fifteenth Amendment in the sum of Three Million Seventeen Thousand Five Hundred Ninety-Three Dollars and Seventy-Seven Cents ($3,017,593.77), such decrease being authorized under Section 14.8 of the Los Angeles Administrative Code and the Los Angeles City Council (C.F. #18-0397, 04/20/21, 08/03/21); and

WHEREAS, the Twenty-First Amendment proposes to provide the City of Los Angeles Police Department with an additional five years of hardware, software, and services that are packaged together as VRS 7.18 Advanced Plus Services and SUA and Maintenance; such services include, among other things, network event monitoring technical support, network hardware repair with advanced replacement, remote security patch installation, dispatch service, onsite support, annual preventative maintenance, and network updates and security monitoring, increase the total compensation paid to Contractor under the Agreement by the amount of Twenty Million Four Hundred Thirty-Three Thousand Nine Hundred Seventy-Four Dollars ($20,433,974.00) (the "Increase"), which is comprised of One Million Dollars ($1,000,000.00) in UASI 21 Grant Funds and has been appropriated, and thereafter, One Million Dollars ($1,000,000.00) in UASI 22 Grants Funds, One Million Dollars ($1,000,000.00) in UASI 23 Grant Funds, and One Million Dollars ($1,000,000.00) in UASI 24 Grant Funds, which are proposed, but not yet appropriated, and Sixteen Million Four Hundred Thirty-Three Thousand Nine Hundred Seventy-Four Dollars ($16,433,974.00) in allocated City General Funds, in consideration of Contractor's performance of the Additional Services, which, along with UASI 11, UASI 12, UASI 18, UASI 19, UASI 20 Grant Funds and with City's General Fund, results in a total compensation of UASI Grant funds due to Contractor, under the MSA, of Thirteen Million Four Hundred Ninety Thousand Five Hundred Seventy-Eight Dollars and Seven Cents ($13,490,578.07), subject to UASI appropriations and Council Acceptance thereto, and Sixteen Million Four Hundred Thirty-Three Thousand Nine Hundred Seventy-Four Dollars ($16,433,974.00) in City General Funds; and

WHEREAS, the Grantor has already provided the first allocation of UASI 21 Grant Funds to the City as follows: $1,000,000.00 for the period of June 1, 2023 – May 31, 2024 (Budget Period 3 Allocation), such Budget Period 3 Allocation having been authorized by the Los Angeles City Council (C.F. #21-1320, dated 05/20/2022); and

WHEREAS, the City proposes to allocate such necessary funds in UASI years 22, 23, and 24, and will seek all necessary acceptances from local, state, and federal authorities; and

WHEREAS, the City of Los Angeles (City) has built a comprehensive land mobile radio (LMR) network over the past several decades to facilitate radio communication for public safety operations. To protect the operational health and ensure longevity of the infrastructure, the LAPD needs to provide LMR maintenance, cybersecurity monitoring, system upgrades, 9-1-1 dispatch and LMR call recording ("logging"), and select hardware replacement for a six-year period through the MSA; and

WHEREAS, the LAPD has utilized and intends to continue to utilize this crucial infrastructure and has made significant capital investments to modernize the system. To mitigate the financial impact, Department of Homeland Security has awarded the City multiple rounds of Urban Areas Security Initiative (UASI) grants to assist in establishing a network that serves the residents of the City and provides mission-critical regional interoperability. The funding source for the annual contractual obligation is a combination of additional UASI grant funding and General Fund; and

WHEREAS, the MSA provided that additional phases and services related to the Project would be added to the MSA by amendment, for the purpose of upgrading and optimizing LAPD's radio communications systems; and

WHEREAS, the City desires additional services to maintain the LAPD's Land Mobile Radio (LMR) System (collectively the "Additional Services"), and the Contractor agrees to provide such Additional Services; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, Section 5.1 of the Master Services Agreement provides for amendments; and

WHEREAS, this Twenty-First Amendment is necessary and proper to continue and/or complete certain activities under the MSA, increase the total compensation allowed, and extend the term of the agreement.

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended as follows:

1.   Section 2.1, Term of Agreement, is hereby modified as follows:

> "The term of this Agreement shall be from May 8, 2014 through August 31, 2027. Said term is subject to the termination provisions contained in Section 4 of the MSA."

2.   In accordance with Section 2.2, Scope of Agreement, of the MSA, the MSA, as previously amended, is hereby further amended to include the following provision:

"The City and the Contractor agree that Contractor shall provide the City, under the terms of the Master Services Agreement (as previously amended and as further amended by this Twenty-First Amendment), the Services set forth in Attachment B, Statement of Work, of the Twenty-First Amendment to the Master Services Agreement, which are attached to this Twenty-First Amendment and made a part hereof. Contractor shall comply with all terms and provisions set forth in Attachment B, Statement of Work, and perform all Services set forth therein."

3.   In accordance with Section 3.1, Compensation, of the MSA, the MSA, as previously amended, is hereby further amended to include the following provision:

City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of the 21st Amendment, an amount not to exceed Twenty Million Four Hundred Thirty-Three Thousand Nine Hundred Seventy-Four Dollars ($20,433,974.00), including state and local taxes. The total compensation shall be comprised of Sixteen Million Four Hundred Thirty-Three Thousand Nine Hundred Seventy-Four Dollars ($16,433,974.00)of City of Los Angeles General Funds and other funding sources and a proposed Four Million Dollars ($4,000,000.00) of UASI Grant Funds under the following terms: One Million Dollars ($1,000,000.00) of UASI 21 Grant Funds will pay for Year Three of Advanced + Security Monitoring and a proposed One Million Dollars ($1,000,000.00) each from UASI 22, 23 and 24 to pay for Years Four, Five and Six of Advanced + Security Monitoring.

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Year	Budget Period	UASI Allocations
3	June 1, 2023 – May 31, 2024	UASI 21 $1,000,000
4	June 1, 2024 – May 31, 2025	UASI 22 $1,000,000*
5	June 1, 2025 – May 31, 2026	UASI 23 $1,000,000*
6	June 1, 2026 – May 31, 2027	UASI 24 $1,000,000*
7	June 1, 2026 – August 31, 2027	$0

*Proposed

4.   Contractor hereby acknowledges that the Services are funded by both General Fund and federal grant funds and notwithstanding anything to the contrary in the Master Services Agreement.

5.   It is understood that City makes no commitment to fund this Agreement beyond the terms set herein. City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total

appropriation(s) for this Agreement, and City's obligations hereunder, is limited to the amount stated in Section 3.1. If City appropriates additional funds for this Agreement, City's payment obligations may be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. Contractor shall not provide any Services, goods, or equipment, and City shall not pay for any Services, goods, or equipment provided in excess of the funds appropriated by City for this Agreement.

6. Exhibit A of the MSA, Standard Provisions for City Contracts (Rev 03/09), is hereby amended in its entirety and restated as set forth in Attachment A of this Twenty-First Amendment, Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto.

7. Except as herein amended, modified or otherwise provided, all terms and conditions of the MSA shall remain unchanged and shall be deemed to be the terms and conditions of this Twenty-First Amendment.

8. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this contract. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

9. In the event of an inconsistency between any of the provisions of this Twenty-First Amendment to the Original Agreement, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:

    1) Twenty-First Amendment through First Amendment to Contract Number C-123897, with the most current amendment having highest order of precedence;
    2) Contract Number C-123897;
    3) Standard Provisions for City Contracts (Rev. 9/22) [v.1]

10. This Twenty-First Amendment may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the parties hereto have caused this Twenty-First Amendment to be executed by their respective duly authorized representatives.

For: CITY OF LOS ANGELES POLICE DEPARTMENT
 	
By: _____
     Michel R. Moore
     Chief of Police
 	
Date: _____
	For: THE CITY OF LOS ANGELES
	KAREN BASS, Mayor
	
	By: _____
	     Karen Bass, Mayor
	
	Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney
 	
       Barak Vaughn
By: _____
     Barak Vaughn,
     Deputy City Attorney
 	
Date: _____5/12/23_____	

ATTEST: HOLLY L. WOLCOTT, City Clerk By: _____ Deputy City Clerk Date: _____	For: Motorola Solutions, Inc. By: _____ Print Name: _Jerald Burch_____ Officer Title: ___MSSSI Vice President_____ Date: ___May 4, 2023_____
(Contractor's Corporate Seal or Notary)	ATTEST: By: _____ Print Name: _____ Officer Title: _____ Date: _____

City Business License Number: ___18 100-004820 1105 1___
Internal Revenue Service ID Number: ___36-1115800___
Council File/CAO File Number: C.F. #19-0695, 3/17/20, 10/20/21 and 11/22/22; C.F. #20-1156, 12/2/22, ___/___/2023

City Contract Number: C-123897-21

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word **"CONTRACTOR"** includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

    A.   Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

    B.   Termination for Breach of Contract

        1.   Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

        2.   If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

    A.   Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

    B.   Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** toperfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

    A.   **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

    B.   If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A.   **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B.   The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C.   The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D.   The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27.   Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR, CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #
> _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. <u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. <u>Limitation of City's Obligation to Make Payment to Contractor</u>

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. <u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. <u>Compliance with California Public Resources Code Section 5164</u>

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. <u>Possessory Interests Tax</u>

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC _____*Statutory*_____

EL _____

☐ Waiver of Subrogation in favor of City   ☐ Longshore & Harbor Workers
☐ Jones Act

____ **General Liability** _____   _____

☐ Products/Completed Operations   ☐ Sexual Misconduct _____
☐ Fire Legal Liability _____
☐

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

____ **Professional Liability** (Errors and Omissions)

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage   ☐ Boiler and Machinery
☐ Flood _____   ☐ Builder's Risk
☐ Earthquake _____   ☐ _____

____ **Pollution Liability**

☐

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds   _____

____ **Crime Insurance**   _____

Other: _____
_____
_____

ATTACHMENT B

STATEMENT OF WORK

MOTOROLA SOLUTIONS

CITY OF LOS ANGELES POLICE

SUA, MOSCAD, ACTIVE EYE, HARDWARE REFRESH

March 2, 2023

PS-000126487

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

TABLE OF CONTENTS

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

March 2, 2023

Deputy Chief John McMahon
City of Los Angeles Police Department
100 W. 1st St.
Los Angeles, CA 90012

Subject: SUA, MOSCAD, Active Eye and Hardware Refresh

Dear Deputy Chief McMahon,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide City of Los Angeles Police with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for a combined offer that provides:

- Six Year VRS Renewal
- MOSCAD Solution for 7/800Mhz System
- ActiveEye Managed Security Services
- Hardware Refresh

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid for a period of 120 days from the date of this cover letter. City of Los Angeles Police may accept the proposal by delivering to Motorola the signed CSA or PO reflecting this proposal. Alternatively, Motorola Solutions would be pleased to address any concerns Customer may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Michael Conrey, at (310) 420-3792, michael.conrey1@motorolasolutions.com.

We thank you for the opportunity to furnish City of Los Angeles Police with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Jerald Burch
Territory Vice President

SECTION 1

SIX-YEAR VRS RENEWAL

1.1 OVERVIEW

During the six year term LAPD is entitled to annual services listed in the Advanced Service SOW below, up to three SUA upgrades, Security Monitoring, up to one NICE Hardware refresh and upgrade from Inform 7 to Inform 9, annual services listed in the NICE Gold Package SOW, and access to MyView Portal described in the SOW below.

LAPD will be purchasing maintenance and SUA off of proposal **PS-000126487** and proposal **PS-000126487-1**. Both proposals will need to be purchased in order to have a complete SUA upgrade. Proposal **PS-000126487-1** covers Advanced Plus for years one and two and an SUA upgrade costs for Year Two.

SUA, MOSCAD, Active Eye, Hardware Refresh

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to the restrictions on the cover page.

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Six-Year VRS Renewal   1-1

1.2   DESCRIPTION

See Below Sections

SUA, MOSCAD, Active Eye, Hardware Refresh

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Six-Year VRS Renewal   1-2

1.2.1   Year 1

September 1, 2021 to August 31, 2022

VRS 7.18 Advanced Plus Service Agreement

Advanced Plus Services include: Network Event Monitoring, Technical Support, Network Hardware Repair with Advanced Replacement, Remote Security Patch Installation, Dispatch Service, OnSite Support, Annual Preventive Maintenance, Network Updates and Security Monitoring.

SUA and Maintenance includes 175 Console Positions, 2 AIS, 2 NICE Radio Loggers (MDC and VDC), NICE Telephony, 1 DSR at MDC, equipment at Mt. Lee, Baldwin Hills (West Bureau) and San Pedro (South Bureau)

1.2.2   Year 2

September 1, 2022 to August 31, 2023

VRS 7.18 Advanced Plus Service Agreement

Advanced Plus Services include: Network Event Monitoring, Technical Support, Network Hardware Repair with Advanced Replacement, Remote Security Patch Installation, Dispatch Service, OnSite Support, Annual Preventive Maintenance, Network Updates and Security Monitoring.

SUA and Maintenance includes 175 Console Positions, 2 AIS, 2 NICE Radio Loggers (MDC and VDC), NICE Telephony, 1 DSR at MDC, equipment at Mt. Lee, Baldwin Hills (West Bureau) and San Pedro (South Bureau), 700/800 Phase 2 and Phase 3 System – 4 Prime Sites and 18 Remote Sites (136 GTR's)

1.2.3   Year 3

September 1, 2023 to August 31, 2024

VRS 7.18 Advanced Plus Service Agreement

Advanced Plus Services include: Network Event Monitoring, Technical Support, Network Hardware Repair with Advance Replacement, Remote Security Patch Installation, Dispatch Service, OnSite Support, Annual Preventive Maintenance, Network Updates and Security Monitoring.

SUA and Maintenance includes 175 Console Positions, 2 AIS, 2 NICE Radio Loggers (MDC and VDC), NICE Telephony, 1 DSR at MDC, equipment at Mt. Lee, Baldwin Hills (West Bureau) and San Pedro (South Bureau), 700/800 Phase 2 System – 4 Prime Sites and 18 Remote Sites (136 GTR's), 700/800 Phase 3 Citywide Cell – 1 Prime Site, 8 Remote Sites (96 GTR's)

SUA, MOSCAD, Active Eye, Hardware Refresh

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Six-Year VRS Renewal   1-3

1.2.4   Year 4

September 1, 2024 to August 31, 2025

VRS 7.18 Advanced Plus Service Agreement

Advanced Plus Services include: Network Event Monitoring, Technical Support, Network Hardware Repair with Advance Replacement, Remote Security Patch Installation, Dispatch Service, OnSite Support, Annual Preventive Maintenance, Network Updates and Security Monitoring.

SUA and Maintenance includes 175 Console Positions, 2 AIS, 2 NICE Radio Loggers (MDC and VDC), NICE Telephony, 1 DSR at MDC, equipment at Mt. Lee, Baldwin Hills (West Bureau) and San Pedro (South Bureau), 700/800 Phase 2 System – 4 Prime Sites and 18 Remote Sites (136 GTR's), 700/800 Phase 3 Citywide Cell – 1 Prime Site, 8 Remote Sites (96 GTR's)

1.2.5   Year 5

VRS 7.18 Advanced Plus Service Agreement

Advanced Plus Services include: Network Event Monitoring, Technical Support, Network Hardware Repair with Advance Replacement, Remote Security Patch Installation, Dispatch Service, OnSite Support, Annual Preventive Maintenance, Network Updates and Security Monitoring.

September 1, 2025 to August 31, 2026

SUA and Maintenance includes 175 Console Positions, 2 AIS, 2 NICE Radio Loggers (MDC and VDC), NICE Telephony, 1 DSR at MDC, equipment at Mt. Lee, Baldwin Hills (West Bureau) and San Pedro (South Bureau), 700/800 Phase 2 System – 4 Prime Sites and 18 Remote Sites (136 GTR's), 700/800 Phase 3 Citywide Cell – 1 Prime Site, 8 Remote Sites (96 GTR's)

1.2.6   Year 6

September 1, 2026 to August 31, 2027

VRS 7.18 Advanced Plus Service Agreement

Advanced Plus Services include: Network Event Monitoring, Technical Support, Network Hardware Repair with Advance Replacement, Remote Security Patch Installation, Dispatch Service, OnSite Support, Annual Preventive Maintenance, Network Updates and Security Monitoring

SUA and Maintenance includes 175 Console Positions, 2 AIS, 2 NICE Radio Loggers (MDC and VDC), NICE Telephony, 1 DSR at MDC, equipment at Mt. Lee, Baldwin Hills (West Bureau) and San Pedro (South Bureau), 700/800 Phase 2 System – 4 Prime Sites and 18 Remote Sites (136 GTR's), 700/800 Phase 3 Citywide Cell – 1 Prime Site, 8 Remote Sites (96 GTR's)

SUA, MOSCAD, Active Eye, Hardware Refresh

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Six-Year VRS Renewal   1-4

1.2.7 Motorola VRS Equipment List

Year	1	2	3	4	5	6
Master Site Configuration	M3	M3	M3	M3	M3	M3
# of Master Sites	1	1	1	1	1	1
# of DSR Sites	1	1	1	1	1	1
System Level Feature Inputs	-	-	-	-	-	-
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	2	2	2	2	2	2
# of Total Network Management Clients	6	6	6	6	6	6
# MOSCAD NFM / SDM Clients						
Unified Network Services (UNS) (ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR)	1	1	1	1	1	1
Security Inputs	-	-	-	-	-	-
# of Firewalls in System	14	14	14	14	14	14
RF Site Inputs						
# Simulcast Prime Sites (including co-located/redundant)	*	4**	5	5	5	5
# RF Sites (includes Simulcast sub-sites, ASR sites)	*	18**	26	26	26	26
#Stations = GTR	*	136**	232	232	232	232
Dispatch Site Inputs						
# of Dispatch Site Locations	15	15	15	15	15	15
# MCC 7500	175	175	175	175	175	175
# MCC 7100	5	5	5	5	5	5
# AIS	4	4	4	4	4	4
# of CCGWs	34	34	34	34	34	34
GenWatch	1	1	1	1	1	1

*Phase 2 P25 TDMA sites covered under warranty:
- South Simulcast Cell (5 RF Sites + Prime Site)
- West Simulcast Cell (6 RF Sites + Prime Site)
- Valley Simulcast Cell (4 RF Sites + Prime Site)
- Central Simulcast Cell (3 RF Sites + Prime Site)
- 136 GTR Stations

**Phase 3 Citywide Cell covered under warranty
- 8 RF Sites + Prime Site
- 96 GTR Stations

NOTE: SUA and Maintenance covers the conventional core and consoles but does not cover the VHF Quantars for the current VRS System under this agreement. MSI will support MCC7500E consoles throughout the length of this contract.

SUA, MOSCAD, Active Eye, Hardware Refresh

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Six-Year VRS Renewal   1-5

SECTION 2

SIX-YEAR ADVANCED SERVICES STATEMENT OF WORK

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support, Annual Preventive Maintenance, Network Hardware Repair with Advance Replacement and Security Monitoring. Each of these services are summarized below and expanded upon in the following appendices:

- Appendix A (refer to Subsection 2.7.1 – Network Event Monitoring SOW);
- Appendix B (refer to Subsection 2.7.2 – Technical Support SOW);
- Appendix C (refer to Subsection 2.7.3 – Network Hardware Repair SOW);
- Appendix D (refer to Subsection 2.7.4 – Remote Security Patch Installation SOW);
- Appendix E (refer to Subsection 2.7.5 – Onsite Support SOW);
- Appendix F (refer to Subsection 2.7.6 – Annual Preventive Maintenance SOW);
- Appendix G (refer to Subsection 2.7.7 – Network Hardware Repair with Advanced Replacement SOW);
- Appendix H (refer to Subsection 2.7.8 – Security Monitoring Service SOW);
- Appendix I (refer to Subsection 2.7.9 – Network Updates SOW); and,
- Appendix J (refer to Subsection 2.7.10 – NICE Gold Package SOW).

In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

2.1 ADVANCED SERVICES

Motorola's Advanced Services are designed for customers who would benefit from Motorola's support experience. Advanced Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

SUA, MOSCAD, Active Eye, Hardware Refresh

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Six-Year Advanced Services Statement of Work 2-6

Advanced Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW and the Advanced Services Customer Support Plan (CSP).

2.2   CUSTOMER SUPPORT PLAN (CSP)

The Advanced Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a component of this documents drafted during Project Kickoff that will be created after contract execution. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Services SOW.

2.3   CENTRALIZED SERVICE DELIVERY

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes Managed Support suite tools, which include filtering and ticketing tools, for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

SUA, MOSCAD, Active Eye, Hardware Refresh

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Motorola Solutions Confidential Restricted

2-7

2.4   FIELD SERVICE DELIVERY

Advanced Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.   Appendix F contains the SOW for Annual Preventive Maintenance.

2.5   SECURITY MANAGEMENT OPERATIONS

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer.   If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates. Appendix D contains the SOW for Remote Security Patch Installation.

Security Monitoring

ASTRO 25 Security Monitoring is an included service that provides 24x7x365 monitoring of the radio network security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

2.6   MYVIEW PORTAL

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Priority level.

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- Technical Support: View Incident status details to compare them to committed response times.

- OnSite Support: Observe Incident details by Priority level and track the progress of onsite support issue resolution.

- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.

- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.

- Security Patching: Receive automated patch downloads and status on competed updates.

- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.

- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

2.7 ADVANCED SERVICES SOW APPENDIX

2.7.1 Appendix A: Network Event Monitoring Statement of Work

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or to which it is attached and made a part thereof by this reference.

1.0   Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the Priority of the event, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1   Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and will be defined in the Customer Support Plan (CSP) which will be created during the Project Kickoff meetings.

1.2   Geographic Availability

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Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

1.4 Limitations and Exclusions

1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.

1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:

1.4.3.1 Customer training.

1.4.3.2 Network transport (WAN ports, WAN cloud, and redundant paths).

1.4.3.3 Information Assurance.

1.4.3.4 Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue in section 2.7.1.2 to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

1.5.1 Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.

1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.

1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.

1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.

1.5.6 Create a Incident, as necessary. Gather information to perform the following:

1.5.6.1 Characterize the issue

1.5.6.2 Determine a plan of action

1.5.6.3 Assign and track the Incident to resolution.

1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.

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1.5.8   Maintain communication as needed with the customer in the field until resolution of the Incident

1.6   The Customer has the following responsibilities:

1.6.2   Allow Motorola continuous remote access to enable the monitoring service.

1.6.3   Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.

1.6.4   Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:

1.6.4.1   Incident notification preferences and procedure

1.6.4.2   Repair Verification Preference and procedure

1.6.4.3   Database and escalation procedure forms.

1.6.4.4   Submit changes in any information supplied to Motorola and included in the CSP to the CSM.

1.6.5   Provide the following information when initiating a service request:

1.6.5.1   Assigned system ID number

1.6.5.2   Problem description and site location

1.6.5.3   Other pertinent information requested by Motorola to open an Incident.

1.6.6   Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)

1.6.7   Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.

1.6.8   Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.

1.6.9   Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening an Incident to request service support or enable response to a technical issue.

1.6.10   Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters

1.6.11   Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.

1.6.12   Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

1.6.13   Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.

1.6.13.1.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, Priority level, and brief description of Incident and action plan to Motorola.

1.6.14   Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Event Definition table- Appendix A .

1.6.15   Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

2.7.1.1 Engagement Matrix

The event types are based on the defined levels as follows:

Incident Priority	Definition	Engagement Times
Critical	**Core:** Core server failures Core Link failure **Sites/Subsites:** Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down	Response provided 24 hours, 7 days a week, including US Holidays.
High	• **Consoles:** Console positions down (>= 33%) Console Site Link Down • **Sites/Subsites:** < 33% of Sites/subsites down >= 33% of channels down • **Conventional Channels:** >= 50% of conventional channels (CCGW) down • **Devices:** Site Router/switch, GPS server down	Response provided 24 hours, 7 days a week, including US Holidays.
Medium	**Consoles:** Console positions down (< 33% at a site) **Sites/Subsites:** < 33% of channels down **Conventional Channels:** • Less than 50% of conventional channel down	Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	**Minor events and warnings in the system** • Preventative & Planned Maintenance Activities (Scheduled Work)	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

2.7.1.2 Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	T1	Motorola
ASTRO® 25	Ethernet	Motorola

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Motorola Owned & Supplied Equipment Table.

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

Monitored Elements Table		
Switch	ATR	DNS
Firewall	AUC	Domain Controller
Gateway	Backup Server	Enrichment Testing
Router	Call Processor	Environmental
Virtual Machine	CAM	ESX
Network Device	Camera	EXINDA
Server	CCGW	Exit Router
Controller	Conventional	Gateway Unit
Base Radio	Core	Generic Node
Telephony	Core Router	Guest WIFI
Zone Controller	CPG	HSS
ADSP	Data Base station	IDF
Agent	Data Processing	Impact
AMB	Database Server	Infrastructure (CHI CAM)
AP	Device Config Server	Install Server
ARCA DACS	DIU	IPDU
Jump Server	Packet Data Gateway	WebGUI
LAN Switch	Moscad Server	Probe
Licensing Service	Net cool Server	Probe Server
Link	Network Address	PTT
Logging Recorder	NX	QUANTAR
Logging Replay Station	Object Server	RDM
LTE	OMADM	RFS
MDF	OP	RNG
MGEG	OSP	RTU
Microwave	OSS	Security

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Monitored Elements Table		
MME	ZDS	Short Data Router
SPM	Statistical Server	TRAK
UPS	TENSR	Trap Forwarder
VMS	UEM	UCS
VPM	WebGUI	

*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.

2.7.2 Appendix B: Technical Support Statement of Work

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical, High Incidents. Technical Support availability for medium and low incidents is outlined in the Priority Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Priority Level Definitions stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

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This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See Priority Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations and upgrades

1.4.4 Customer training.

1.4.5 Network transport management.

1.4.6 Motorola services not included in this statement of work.

1.4.7 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical and High priority Incidents support. Refer to Priority Level Response Time Goals for medium and low priority incident response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Priority Level Response Time Goals section of this document and the Priority level defined in the Priority Level Definitions section of this document.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident

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1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.

1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions and in the Priority Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

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1.7 Technical Support Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	**Core:** Core server failures Core Link failure **Sites/Subsites:** Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down

High	• **Consoles:**
	  Console positions down (>= 33%) Console Site Link Down
	• **Sites/Subsites:**
	  < 33% of Sites/subsites down
	  >= 33% of channels down
	• **Conventional Channels:**
	  >= 50% of conventional channels (CCGW) down
	• **Devices:**
	  Site Router/switch, GPS server down

Medium	**Consoles:** Console positions down (< 33% at a site) **Sites/Subsites:** < 33% of channels down **Conventional Channels:** • Less than 50% of conventional channel down
Low	**Minor events and warnings in the system** • Preventative & Planned Maintenance Activities (Scheduled Work)

1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

2.7.3   Appendix C: Network Hardware Repair Statement of Work

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

Network Hardware Repair with Advanced Replacement is an included option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired.   See Appendix GNetwork Hardware Repair with Advanced Replacement for SOW Statement of Work.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at https://businessonline.motorolasolutions.com, under Repair Status/Submit Infrastructure RA.

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1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

1.4.1   All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.4.2.   All Third party infrastructure hardware over two (2) years from product cancellation date.

1.4.3.   All Broadband infrastructure over three (3) years from product cancellation date

1.4.4.   Physically damaged infrastructure.

1.4.5.   Third party equipment not shipped by Motorola

1.4.6   Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7   Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave[1], Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS[1]

1.4.8   Test equipment.

1.4.9   Racks, furniture and cabinets.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

1.5.1   Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.

1.5.2   Provide repair return authorization numbers when requested by Customer.

1.5.3   Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.

1.5.4   Perform the following service on Motorola infrastructure:

1.5.4.1   Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.4.2   Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.4.3   Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.

1.5.4.4   Perform a box unit test on all serviced infrastructure.

1.5.4.5   Perform a system test on select infrastructure.

1.5.5   Provide the following service on select third party infrastructure:

1.5.5.1   Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.5.2   Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.5.3   Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.5.4   Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.5.5   Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6   Properly package repaired infrastructure.

1.5.5.7   Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6   The Customer has the following responsibilities:

1.6.1   Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2   Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3   Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.

1.6.4   Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

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1.6.5   Provide customer purchase order number to secure payment for any costs described herein.

1.6.6   Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.

1.6.6.1   Clearly print the return authorization number on the outside of the packaging.

1.6.7   Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8   Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

1.6.9   Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

1.6.10   Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

2.7.4   Appendix D: Remote Security Patch Installation Statement of Work

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash. Motorola will make LAPD aware of what is included in each Astro release.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are

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released. Other products have different schedules or are released "as-required." Motorola will obtain and test this OEM vendor supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. LAPD uses an Ethernet connection from Mt. Lee to Motorola's Network Operating Center.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See SOW in section 2.2.2. For more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.3.1   Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.3.2   Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non-Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released.

Patches may be held back at the discretion of Motorola if they are found to cause any problems to features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case, the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. Examples of how they affect the customer include reboots to implement the patches and rolling (switching from one zone controller to the other) of the zone controllers. Systems with redundant zone controllers (L2,

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M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. During these times, the system will be in "Site trunking" mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases ("SERs") and Field Service Bulletins ("FSB's) are not part of this service. However in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB's and SER's with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

1.5.1   Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions– Weekly

Windows OS updates – Monthly

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Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2   Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3   Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.5.4   Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

1.5.5   Pre-test STIG recommended remediation when applicable.

1.5.6   Release all tested updates to Motorola's secure extranet site.

1.5.7   Coordinate updates with customer as outlined in section 1.

1.5.8   In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9   Notify customer of update releases by email.

1.5.10   A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

1.6.1   This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3   Provide Motorola with pre-defined information (customer contacts, system information, etc.) prior to contract start date necessary to complete a Customer Support Plan (CSP).

1.6.4   Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.5   Upgrade system to a supported system release as necessary to continue service.

1.6.6   Refrain from making uncertified changes of any type to the system.

1.6.7   Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.

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1.6.8   Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

1.6.9   Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6.10   Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.6.11   Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

2.7.5   Appendix E: OnSite Support Statement of Work

Motorola's OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide Incident management as set forth throughout section 2.7.5. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0   Motorola has the following responsibilities:

2.1.   Receive service requests.

2.2.   Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.

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2.3.   Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.

2.4.   Provide the required personnel access to relevant customer information as needed.

2.5.   Servicer will perform the following on-site:

2.6.   Run diagnostics on the Infrastructure or Field Replacement Units (FRU).

2.7.   Replace defective Infrastructure or FRU, as supplied by customer.

2.8.   Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

2.9.   If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.

2.10.   Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.

211.   Escalate the Incident to the appropriate party upon expiration of a response time.

2.12.   Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.

2.13.   Notify customer of Incident status as defined by the Customer Support Plan:

2.13.1   Open and closed; or

2.13.2   Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.

2.14   Provide Incident activity reports to customer if requested.

3.0   Customer has the following responsibilities:

3.1   Contact Motorola, as necessary, to request service.

3.2   Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):

3.2.1   Incident notification preferences and procedure.

3.2.2   Repair verification preference and procedure.

3.2.3   Database and escalation procedure forms.

3.2.4   Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).

3.3   Provide the following information when initiating a service request:

3.3.1   Assigned system ID number.

3.3.2   Problem description and site location.

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3.3.3   Other pertinent information requested by Motorola to open a Incident.

3.4   Allow Servicers access to equipment.

3.5   Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.

3.6   Maintain and store in an easily accessible location any and all software needed to restore the system.

3.7   Maintain and store in an easily accessible location proper system backups.

3.8   For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.

3.9   Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.

3.10   Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

3.11   Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Onsite support Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	**Core:** Core server failures Core Link failure **Sites/Subsites:** Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down o

High	• **Consoles:**
	  Console positions down (>= 33%) Console Site Link Down
	• **Sites/Subsites:**
	  < 33% of Sites/subsites down
	  >= 33% of channels down
	• **Conventional Channels:**
	  >= 50% of conventional channels (CCGW) down
	• **Devices:**
	Site Router/switch, GPS server down

Incident Priority	Definition
Medium	**Consoles:** Console positions down (< 33% at a site) **Sites/Subsites:** < 33% of channels down **Conventional Channels:** ▪ Less than 50% of conventional channel down
Low	**Minor events and warnings in the system** ▪ Preventative & Planned Maintenance Activities (Scheduled Work)

5.0 Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

2.7.6   Appendix F: Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit **(Table: Master Site Checklist)** all of which are hereby incorporated by this reference.

1.1 Scope

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Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing via email). If the system or Customer requirements dictate this service must occur outside of standard business hours, MSI will work with LAPD to determine an agreeable time..

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3   Limitations and Exclusions

Unless specifically called out in the Master Site Checklist, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.2   Third party support for equipment not sold by Motorola as part of the original system.

1.3.3   Network transport.

1.3.4   Information Assurance.

1.3.5   Motorola services not included in this statement of work.

1.3.6   Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.3.7   Tower climbs, tower mapping analysis or tower structure analysis

1.4   Motorola has the following responsibilities:

1.4.1   Notify the customer of any planned system downtime needed to perform this Service.

1.4.2   Advise customer of issues that may require attention.

1.4.3   Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

1.4.4   Determine and notify the customer when an incident requires more than the Annual Preventive Maintenance services described in this SOW and work with the customer of a mutually agreed upon alternative course of action.

1.4.5   Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6   Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.

1.5   The Customer has the following responsibilities:

1.5.1   Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2   Authorize and acknowledge any scheduled system downtime.

1.5.3   Maintain periodic backup of databases, software applications, and firmware.

1.5.4   Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5   Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6   Provide site escorts in a timely manner if required.

1.5.7   Provide Motorola with requirements necessary for access to secure facilities.

1.5.8   Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service

1.6   The Motorola Field Service Organization (FSO) has the following responsibilities:

1.6.1   Perform the Preventive Maintenance tasks as set forth in Master Site Checklist at the level of service the customer has purchased.

1.6.2   Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.

1.6.3   Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.

As applicable, use the Method of Procedure (MOPs) as defined for each task.

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection

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MASTER SITE CHECKLIST - LEVEL 1	
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
LOGGING EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

PRIME SITE CHECKLIST - LEVEL 1	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	

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PRIME SITE CHECKLIST - LEVEL 1	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure

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DISPATCH SITE CHECKLIST - LEVEL 1	
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch

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DISPATCH SITE CHECKLIST - LEVEL 1	
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
PLAYBACK STATION (Motorola Provided)	
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Recall Audio	Verify that radio/telephone audio can be recalled

RF SITE CHECKLIST - LEVEL 1	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.

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RF SITE CHECKLIST - LEVEL 1	
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Table 2 for GTR tests)	Complete Base Station Verification tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

FACILITIES CHECKLIST - LEVEL 1
VISUAL INSPECTION EXTERIOR

FACILITIES CHECKLIST - LEVEL 1	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation

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FACILITIES CHECKLIST - LEVEL 1

HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

MICROWAVE CHECKLIST - LEVEL 1

GENERAL

Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.

RADIO

Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage
Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.

WAVEGUIDE

Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).

DEHYDRATOR

Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST - LEVEL 1
STRUCTURE CONDITION

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TOWER CHECKLIST - LEVEL 1	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
GROUNDING	
Structure Grounds	Inspect grounding for damage or corrosion
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.

Table 2
Site Performance Verification Procedures

ASTRO 25 GTR ESS SITE PERFORMANCE
ANTENNAS
Transmit Antenna Data
Receive (Antenna) System Data
Tower Top Amplifier Data
FDMA MODE
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA MODE

ASTRO 25 GTR ESS SITE PERFORMANCE
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

2.7.7 Appendix G: Network Hardware Repair with Advanced Replacement Statement of Work

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: https://businessonline.motorolasolutions.com

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

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If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

1.3.1   All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.3.2.   All third party infrastructure hardware over three (3) years from product cancellation date.

1.3.3   All broadband infrastructure three (3) years from product cancellation date

1.3.4   Physically damaged infrastructure.

1.3.5   Third party equipment not shipped by Motorola.

1.3.6   Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.3.7   Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave[1], Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS[1]

1.3.8   Test equipment.

1.3.9   Racks, furniture and cabinets.

1.3.10   Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4   Motorola has the following responsibilities:

1.4.1   Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.

1.4.2   Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

1.4.3   Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.

1.4.4   Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.

1.4.5   Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.

1.4.5.1   During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the

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customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.4.5.2   When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3   When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

1.4.6   Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7   Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8   Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9   Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10   Perform the following service on Motorola infrastructure:

1.4.10.1   Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2   Replace malfunctioning Field Replacement Units (FRU) or   components.

1.4.10.3   Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4   Perform a box unit test on all serviced infrastructure.

1.4.10.5   Perform a system test on select infrastructure.

1.4.11   Provide the following service on select third party infrastructure:

1.4.11.1   Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2   Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.4.11.3   Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

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1.4.11.4   Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12   For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1   Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2   Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3   Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4   Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5   Provide customer purchase order number to secure payment for any costs described herein.

1.5.6   Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.7   Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.5.8   For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.9   Clearly print the return authorization number on the outside of the packaging.

1.5.10   Maintain information of software/applications and firmware for re-loading of infrastructure.

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1.5.11 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
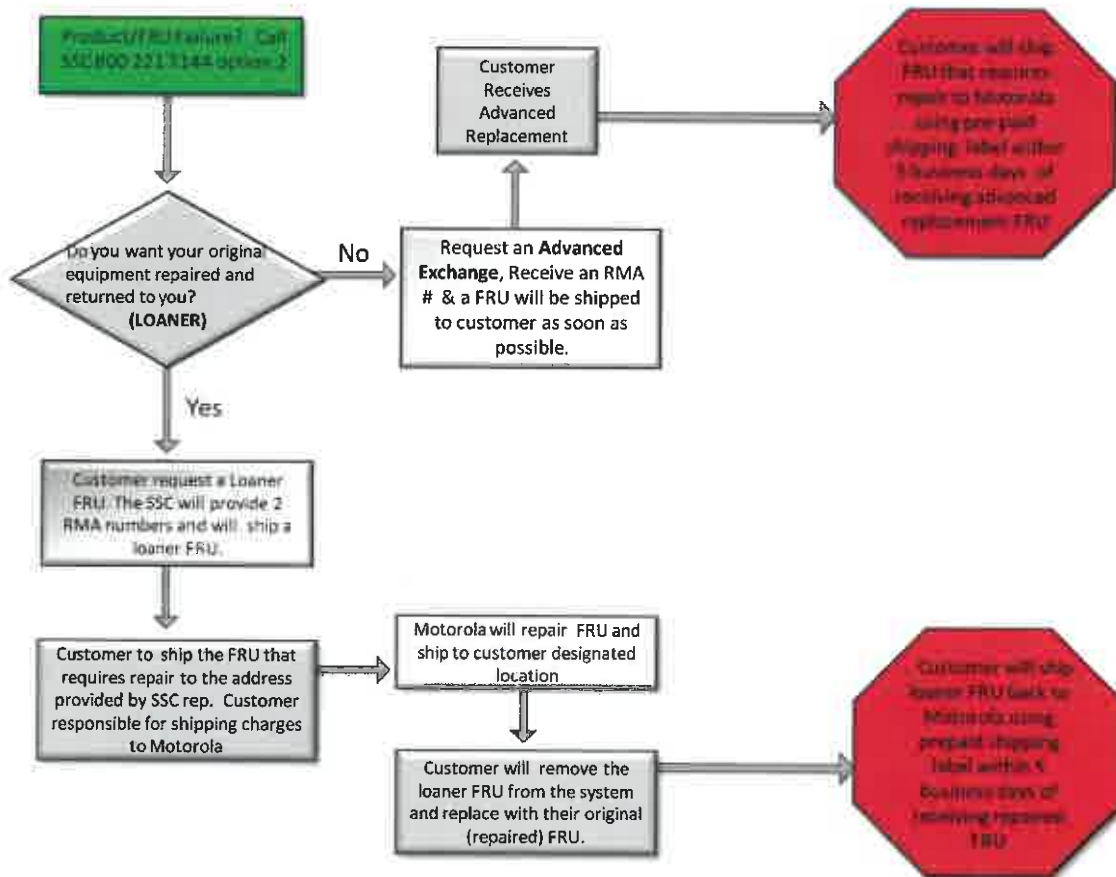
Figure 2-1: Advanced Exchange or Loaner Decision Process

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

Figure 2-2: Shipping Charges

*Motorola shipping carriers – FedEx and DHL

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2.7.8   Appendix H: Security Monitoring Service Statement of Work

Motorola's Security Monitoring Services includes anti-malware monitoring and authentication log monitoring, firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO 25 system log monitoring.

Motorola's ASTRO 25 Security Monitoring is a complete solution that provides peace of mind and reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties"

1. Description of Security Monitoring Services

1.1.   Anti-malware Monitoring

ASTRO 25 comes installed with Anti-malware software ("SW"). Security Monitoring will verify that malware definition updates, as provided by the Anti-malware OEM, are installed and running. The anti-malware SW is monitored for activity such as deletion, quarantine, and alerting of suspicious SW.

1.2.   Authentication Monitoring

1.2.1.   Active directory (including domain Linux and RADIUS) and two-factor authentication log-ins are monitored.

1.3.   Firewall Monitoring -- The LAPD ASTRO 25 system has 14 firewalls. See VRS Equipment List for the list. In any of these firewall applications, Motorola provisions and deploys the firewalls with the ASTRO 25 system. Motorola will monitor each one that has the firewall as all 14 have a monitoring option.

1.4.   IDS (Intrusion Detection System) Monitoring. An IDS is included service for ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN.

1.5.   Centralized Log Monitoring

ASTRO 25 has an option that provides the ability to forward device sys logs to a single virtual server called Centralized Syslog Server.   This allows monitoring of Linux components for authentication events.

2. Scope

The Motorola Secure Operations Center (SOC) consists of highly trained and experienced security specialists. When an event is detected, the technologists will run remote diagnostics and initiate an appropriate response. This response could involve: continuing to

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monitor the event for further development, attempting to remotely restore the system, or opening of an incident for dispatch of a field servicer ("Servicer").

3. **Motorola has the following responsibilities:**

3.1.   Provide, maintain, and replace when necessary, hardware ("HW") and SW required to monitor ASTRO 25 security elements. HW includes a firewall, router, and a physical server. SW includes virtual servers either on the ASTRO 25 core or a separate physical server, related OS, SIEM collectors, and SW that allows distribution of updates and remote diagnostics.

3.2.   Verify connectivity and monitoring is active prior to system acceptance or start date.

3.3.   Coordinate with customer to maintain Motorola service authentication credentials.

3.4.   Maintain properly trained and accredited technicians. Monitor the customer's system 24/7/365 for malicious or unusual activity.

3.5.   Reports are posted to the SSC quality webpage. Contact your CSM for access.

4. **The Customer has the following responsibilities:**

4.1.   Security Monitoring requires a connection from the customer's ASTRO 25 system to Motorola's SOC in Schaumburg. Motorola offers either a T1 option or a Virtual Private Network (VPN) option through a customer supplied internet connection.

4.2.   Allow Motorola continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola to understand and maintain proper administration privileges.

4.3.   Provide continuous utility service to any Motorola equipment installed or utilized at the customer's premises to support delivery of this service.

4.4.   Provide customer contact information necessary to complete the Customer Support Plan. Notify your CSM within 2 weeks of any contact changes.

4.5.   As necessary, upgrade the ASTRO 25 system to supported releases.

4.6.   Allow Motorola dispatched-servicers physical access to the equipment when required.

4.7.   Comply with the terms of the applicable software license agreements between Customer and Motorola and the non-Motorola software copyright owners.

4.8.   Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

4.9.   Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Services.

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5. Disclaimer

Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

2.7.9 Appendix I: Network Updates Statement of Work

2.7.9.1 Description of Service

The ASTRO 25 Network Updates service periodically provides updates to system software, with associated implementation services and hardware changes, to keep the overall ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

2.7.9.2 Scope

As system releases become available, Motorola Solutions agrees to provide the Customer with the software updates and implementation services necessary to maintain the ASTRO 25 system. If needed to perform the software updates, Motorola Solutions will provide updated and/or replacement hardware for covered components. System release updates, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola Solutions' option, new system releases may introduce new features or enhancements that Motorola Solutions may offer for purchase. These new features, available separately for purchase, are not part of the Network Update service.

As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware, and implementation services required to execute up to three system infrastructure upgrades over the term of this agreement. LAPD will receive up to three SUA upgrades over the term of this agreement. The term of the Network Updates service is listed in Section 1.2.7 – Motorola VRS Equipment List. The eligible update windows, and their duration, are illustrated in Section 1.2.7 – Motorola VRS Equipment List. To be eligible for recurring ASTRO 25 Network Updates, the ASTRO 25 system must be in the Standard Support Period as defined in Motorola Solutions'
The methodology for executing each Network Update is described in Section 1.1.1: through Section 1.1.1: .

ASTRO 25 Network Updates pricing is based on the system configuration outlined in Section 1.2.7 – Motorola VRS Equipment List. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 Network Updates price adjustment.

The price quoted for Network Updates requires the Customer to choose a certified system update path from the system release update chart referenced in Section 1.1.1: . Should the Customer elect an update path other than one listed in Section 1.1.1: , the Customer agrees that additional fees may be incurred to complete the implementation of the system update. In this case, Motorola Solutions agrees to provide a price quotation for any additional materials and services necessary.

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2.7.9.3   Inclusions

ASTRO 25 Network Updates entitles the Customer to eligible past software versions for the purpose of downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

ASTRO 25 Network Updates makes available the subscriber radio software releases that are shipping from the factory during the Network Updates coverage period.

The Network Updates service covers ASTRO 25 certified software releases for the following products:

- Servers.
- Workstations.
- Firewalls.
- Routers.
- LAN switches.
- MCC 7100 Dispatch Consoles.
- MCC 7500 Dispatch Consoles.
- MCC 7500E Dispatch Consoles.
- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- DSC 8000 Site Controllers.
- GCM 8000 Comparators.
- Motorola Solutions logging interface equipment.
- PBX switches for telephone interconnect.
- NICE and Verint IP logging solutions (if purchased).

The following hardware components, if originally provided by Motorola Solutions, are eligible for full product replacement when necessary to support the system release update:

- Firewalls.
- Servers.
- Workstations.
- CommandCentral AXS Hub.
- Routers.
- LAN switches.
- PBX switches for telephone interconnect.

The following hardware components, if originally provided by Motorola Solutions, are eligible for board-level replacement when necessary to support the system release update. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- GCM 8000 Comparators.
- MCC 7500 Dispatch Console Voice Processing Module.

The ASTRO 25 Network Updates does not cover all products. Refer to Section 1.1.1: for exclusions and limitations.

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The ASTRO 25 Network Updates applies only to system release updates within the ASTRO 25 7.x platform.

2.7.9.4 Update Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled update.

2.7.9.4.1 Motorola Solutions Responsibilities

- Obtain and review infrastructure system audit data as needed.
- If applicable, identify additional system hardware needed to implement a system release, and determine if the Customer has added hardware that is not covered under this agreement.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the actual field update implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the system update.
- Assign program management support required to perform the certified system update. Prepare an overall project schedule identifying key tasks and personnel resource required from Motorola Solutions and Customer for each task and phase of the update. Conduct a review of this schedule and obtain mutual agreement of same.
- Assign installation and engineering labor required to perform the certified system update.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the update path elected. This training needs to be completed at least 12 weeks prior to the scheduled update. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola Solutions will provide this training only once per system.

2.7.9.4.2 Customer Responsibilities

- Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release update and provide necessary information requested by Motorola Solutions to execute the update. Review update schedule and reach mutual agreement of same.
- If applicable, provide network connectivity at the zone core site(s) for Motorola Solutions to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola Solutions will provide the network connection specifications, as listed in Section 1.1.1: . Network connectivity must be provided at least 12 weeks prior to the scheduled update. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the system release update.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the system release update when applicable. Upon reasonable request by Motorola Solutions, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the Network Updates service is included in Section 1.2.7 – Motorola VRS Equipment List.

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- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the Network Updates service. The Customer may purchase these under a separate agreement.
- Participate in release impact training at least 12 weeks prior to the scheduled update. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

2.7.9.5   System Readiness Checkpoint

All items listed in this section must be completed at least 30 days prior to a scheduled update.

2.7.9.5.1   Motorola Solutions Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus updates have been updated on the Customer's system.

2.7.9.5.2   Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus updates to the Customer's system have been completed.

2.7.9.6   System Update

2.7.9.6.1   Motorola Solutions Responsibilities

- Perform system infrastructure update for the system elements outlined in this Statement of Work ("SOW").

2.7.9.6.2   Customer Responsibilities

- Inform system users of software update plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software update services.

2.7.9.7   Update Completion

2.7.9.7.1   Motorola Solutions Responsibilities

- Validate all certified system update deliverables are complete as contractually required.

2.7.9.7.2   Customer Responsibilities

- Cooperate with Motorola Solutions in efforts to complete any post update punch list items as needed.

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2.7.9.8 Limitations and Exclusions

The Customer and Motorola Solutions agree that systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 Network Updates service unless otherwise agreed in writing by Motorola Solutions and included in this SOW.

Customer acknowledges that if the system has a Special Product Feature, that it may be overwritten by the software update. Restoration of that feature is not included in the coverage of this SOW. MSI will advise LAPD if there is such special product feature that will be overwritten prior to the update.

The parties acknowledge and agree that the ASTRO 25 Network Updates does not cover the following products:

- MCC5500 Dispatch Consoles.
- MIP5000 Dispatch Consoles.
- E911 systems.
- MOTOBRIDGE solutions.
- ARC 4000 systems.
- Motorola Solutions Public Sector Applications Software ("PSA").
- Custom software, Computer-aided Dispatch ("CAD"), Records Management Software.
- Data radio devices.
- Mobile computing devices such as laptops.
- Non-Motorola Solutions two-way radio subscriber products.
- Genesis products.
- Point-to-point products, such as MPLS equipment, microwave terminals, and associated multiplex equipment.

ASTRO 25 Network Updates does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

ASTRO 25 Network Updates service does not include repair or replacement of hardware or software that is due to defects that are not corrected by the system release, nor does it include repair or replacement of hardware defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software; or excessive wear and tear; or accidental damage, power surges, neglect, acts of God or other force majeure events.

Updates for equipment add-ons or expansions during the term of this ASTRO 25 Network Updates service are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.

Items that are consumed in the normal operation of the hardware are excluded, such as accessories. The Network Updates service excludes repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola Solutions has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or worldwide web, or for hardware malfunction caused by the transmission medium.

Any updates to hardware versions and/or replacement hardware required or implementation services to support new features or those not specifically required to maintain existing functionality are not included. The intent of the SUA program is to ensure continuity of

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operation through technology refresh. The focus is on ensuring that today's configuration (i.e., architecture and customer-specific features) is viable and secure well into the future. In the event a new feature comes to market and the customer wishes to implement that feature there may be additional costs for hardware, software, and professional services to commission that feature. For example, adding TDMA to an FDMA network would require additional hardware and software as well as programming.

Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 Network Updates coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 Network Updates coverage.

2.7.9.9   Special Provisions

Any Motorola Solutions software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Solutions Software License Agreement. Any non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

ASTRO 25 Network Updates coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola Solutions no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 Network Updates program. In either case, Motorola Solutions will refund to Customer any prepaid fees for ASTRO 25 Network Updates services applicable to the terminated period. Motorola will give LAPD at least a year's notice before discontinuing the SUA program.

If the Customer cancels a scheduled update within less than 12 weeks of the scheduled on site date, Motorola Solutions reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The Network Updates annualized price is based on the fulfillment of the system release update in each eligible update window. If the Customer terminates, except if Motorola Solutions is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible update window if a system release update has been taken prior to the point of termination.

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2.7.9.10 ASTRO 25 System Release Update Paths

The update paths for standard ASTRO 25 system releases are listed in .

Table 2-1: Certified Standard ASTRO 25 System Release Update Paths

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.16	Upgrade to Current Shipping Release
7.16	7.18
7.17.X*	A2019.2; A2020.1
7.18	A2021.1

2.7.10 Appendix J: NICE Gold package

NICE Gold Level Coverage				
Customer Calls 800-221-7144 Motorola - System Support Center to open ticket				
Support Coverage: Twenty-four (24) hours, seven (7) days per week.				
Call Back Response Time: Sixty (60) minutes after receipt of call from authorized representative.				
On-Site Response Time for Priority 1 Service Issue: Four (4) hours - Restrictions Apply				
Service				**Gold**
Phone & Remote Support Coverage				24 X 7
CSC Access 24 X 7				Yes
Remote Diagnosis				Yes
Escalation				Yes
Repair and Replacement of failed parts				Yes
Gold		**Priority 1**	**Priority 2**	**Priority 3**	**Priority 4**
Phone Availability		24*7	24*7	24*7	24*7
Support Coverage		24*7	24*7	24*7	24*7
Call Back Response Time		60 minutes	120 minutes	24 hours	24 hours
Priority 1 **Critical**	An incident that results in a critical impact on hardware, software or communications to the NICE Production System, where customer experiences a complete or imminent loss of recording or data and there is no workaround solution.				
Priority 2 **High**	A major problem that results in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.				
Priority 3 **Medium**	A product anomaly that affects one or more workstations, but does not result in a loss of recording or replay. Product response or performance is diminished intermittently, or issues impacting several users occur, such as loss of system administrator's ability to add or delete users.				
Priority 4 **Low**	An incident that has no business impact on a Production System, such as system inquiry, planned intervention requests for documentation, or request for information.				

Hardware Replacement: In the event that solution hardware is inoperative or incompatible, new hardware will be supplied which is operative and compatible.
Hardware Replacement
exceptions:

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(a) in the event that Customer makes any changes to its environment in which the Hardware Products are installed, and such change negatively affects NICE's ability to perform Maintenance Services in respect of these product, NICE may, at its discretion and upon prior written notice to Customer, cease the performance of such Maintenance Services until such negative condition is removed by Customer.
(b) Customer is responsible for maintenance of all cable and wiring associated with this equipment.

2.7.10.1 Statement of Work – ICE Gold Maintenance with Remote Access

Overview
Motorola utilizes NICE equipment to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services
Motorola System Support Center (SSC) will initiate the Customer service request to NICE Systems Inc. (NICE). NICE will deliver services identified in the Gold Maintenance tables provided in this SOW. Past warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE IP Logging Equipment integrated within a Motorola network or MCC 7500 console site.
The terms and conditions of this Statement of Conditions are an integral part of Motorola's Service Terms and Conditions to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:
2.1 Respond to request for post warranty support for the Restoration of a failed System.
2.2 Collect model, serial number information, customer name and customer contact.
2.3 Provide a case number.
2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
2.5 Advise caller of procedure for determining any additional requirements.
2.6 Coordinate resolutions with agreed upon third party vendor.
2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities
3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
3.2 Provide model and serial number.
3.3 Provide a contact name and contact phone number.
3.4 Allow NICE continuous remote access to the customer's ASTRO® 25 radio network for support of the MCC 7500 IP logging recorder, Archiving Interface Server (AIS), and replay station(s).

4.0 NICE has the following responsibilities:
4.1 Provide repair return authorization numbers to Customer.
4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding holidays, and within the normal response times.
4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.

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4.4 Perform the following service on NICE Hardware:

4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:

(1) The unit has been modified or damaged due to improper packaging; or

(2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.

4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution

4.6 On site reporting the NICE service provider (SP) will:

4.6.1. Arrive at the Customer site and go directly to the Customer contact

4.6.2. When SP is ready to leave, notify the Customer contact

4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE

4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues

4.7 Provide to the Customer contact within one (1) week of the on site visit a follow-up report on any outstanding issues

4.8 Contact Motorola System Support Center to close the case

4.9 Perform services according to NICE service priorities

Table 1

This option is available to customers where the location of the equipment is within 4-hour drive time to most major metropolitan areas (identified at the time of purchase.

Support Coverage	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Four (4) hours

Gold Available within a 4 Hour Drive Time	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times*	4 hours	24 hours	48 hours	48 hours

*On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinated to coincide.

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Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

4.10 Software Upgrades- NICE's standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed

5.0 Ineligible Products-Additional Service fees shall apply for any maintenance provided by NICE for damages to an individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) relocation from the Site specified by the parties; (iii) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed. (iv) use of the Products with any Non-Nice Hardware; and/or vii) an accident, , , failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions set forth in Section 7.0 below or in any other underlying Agreement to which this SOW is attached, the following items are excluded:
1. All Infrastructure older than seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets

7.0

Data System Infrastructure	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Logging Recorder	Includes NICE IP logging recorders Excludes all other technologies
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Replay Station	Excluded
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded

2.7.10.2 SUA Coverage Overview

"LAPD shall have the right to convert LAPD's CPE Inform licenses to an equivalent number of NICE Inform and/or NICE EvidenceCentral cloud (Saas) licenses at no additional charge to LAPD (exclusive of applicable installation and professional services fees and any monthly operational costs associated with operating such licenses in NICE's cloud environment), by executing an order indicating the type, quantity and subscription term of cloud licenses, provided that at the time of such conversion: (i) NICE Inform and/ or NICE EvidenceCentral cloud services are generally available; and (ii) LAPD is current in the payment of Maintenance service fees. If LAPD converts to cloud licenses both parties will need to agree to updated cloud service terms.

Pricing includes a maximum of one upgrade every two years. Items are upgraded as required to ensure the solution remains compatible with the ASTRO Logger system - and that all elements remain on supportable versions for the life of the contract. Newly-integrated components are pre-tested before upgrading your live system.

LAPD will receive a software upgrade every two years and hardware will be upgraded once every 6 years. Pricing includes product and the services required to install the upgrades – including travel for on-site installation and Customer User Training. At the start of year three of this agreement LAPD will receive their hardware refresh. The current servers will be end of life in October of 2025 and the refreshed hardware has a life expectancy of six year.

2.7.10.3 Maintenance Coverage Overview

Pricing includes all break/fix (T1/T2) and Product Engineering (T3/T4). The Gold Support Package provides for 24/7 coverage, parts and labor. T1/T2 support starts with remote support but includes on-site support, as necessary. All T3/T4 support is remote only. For Critical issues, initial response time is within 1 hour, and on-site response time (when necessary) is within 4 hours. For hardware, NICE maintains support contracts with HP and HP parts delivery is typically next business day.

2.7.10.4 LAPD Radio Logger Quotes – What is Included

Pricing for the Radio Logger System includes the NICE Interface software for the Motorola ASTRO Radio System. It also covers 6 HP servers (two for redundant logging and four for redundant storage and archiving) This includes 14 additional Hard drives as well as Microsoft Windows and SQL licenses.

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2.7.10.5 "Telephone" Logger Quotes – What is Included

The 'Telephone' quote incorporates the Inform User Software Licensing, the Telephone Loggers, and the Storage/Archive solution. There are 2 Inform servers, 6 Telephone Loggers, and 20 servers for storage and archiving.

Software licensing includes Inform Reconstruction, Administrator, Organizer, Media Player, Central Archiving, Resiliency and the Recording Interface. Also includes Microsoft licenses for Windows and SQL.

Hardware includes a total of 28 servers, 164 additional hard drives, 18 audio interface boards, 6 Contact Closure kits, 6 RDX drives, and 4 KVM kits (16 ports ea.)

2.7.10.6 Hardware Refresh – What is Included

A telephony and NICE logger hardware refresh is included as part of this six year proposal. Currently, all of Telephone Loggers, Inform Application Servers and Storage Servers are using HP G9 hardware. The majority of these loggers were purchased in 2015. Motorola will supply the latest HP version of these models for the refresh. These servers need to be refreshed as the HP End of Support dates are 2023 – 2024 (depending on the model).

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SECTION 3

MOSCAD SYSTEM

3.1   SYSTEM OVERVIEW

The City of Los Angeles Police Department (LAPD) has requested a quote from Motorola for a MOSCAD Fault Monitoring Alarming System for 17 of their trunking Radio Sites. The proposed MOSCAD Fault Monitoring Solution will monitor alarms for LAPD's new 7/800 MHz Trunking system only.

Motorola has taken the initiative to design, architect and engineer this proposal based on our understanding of LAPD's current Fault Monitoring needs after performing a sitewalk at Metro Dispatch Center and studying the Mt. Lee MOSCAD RTU configuration that includes Digital Input relays to monitor environmental alarms, DC battery subsystem, generators, and GPS.

The proposed solution consists of Motorola's MOSCAD SDM3000 Advanced Remote Terminal Unit (RTU). Each SDM3000 RTU can monitor up to 48 Digital Inputs (DI), 16 Digital Outputs (DO), and 8 Analog Inputs (AI).

The UEM is the system's sole centralized fault manager, aggregating and managing all system health information as well as the status of non-Motorola Solutions equipment such as power and security equipment and environmental alarms for doors, temperature, and generators through SDM3000 Remote Terminal Units (RTUs). The SDM3000 RTUs communicate with the UEM directly over the RNI IP network.

The proposed solution includes Advance Power Monitors (APMs) to non-intrusively monitor the transmit forward power, transmit antenna(s) VSWR, receive RSSI for each individual channel of each site within the network on a 24x7 basis. Systems performance measurements including Antenna Isolation, Receive System gain, and transmit carrier rejection for each site are also available for viewing and alarm monitoring and reporting. Each APM is supplied with one Antenna Line Coupler (ALC) for connection to the first combiner/antenna system – with additional ALCs included separately for sites requiring more than one combiner/antenna system to be monitored. For sites using two receive antennas, such as dual diversity or redundant Rx antennas, a Receive System Module (RSM) is also included. The integration of the APM to Motorola's Unified Event Manager (UEM) for monitoring the status and alarms of the APM via SNMP has been tested and certified by Motorola.

A backhaul management switch has been included for each site in order to allow the NM client to log into the Eltek DC Controller's Web-based User Interface (CWUI) via a web browser in order to configure and operate the system. The Eltek I/O Monitor CAN node that is used to monitor the input and output control signals from the Eltek DC power supply system via 6 user programmable Input and Output relays can also be configured and calibrated via the CWUI.

Appropriate number of DC power breaker panels, breakers, and inverters are included in the proposal after analyzing the current power system design at the different LAPD sites as well as the power needs of the proposed MOSCAD system. The City does not need to provide

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new circuits to accommodate the DC Power breaker panels, breakers and inverters to all the 7/800 MHZ radio sites.

The following sections of this proposal provide a description of the various components of the proposed solution.

3.2 SYSTEM COMPONENTS

3.2.1 Backhaul Fault Management Components

3.2.1.1 Backhaul Fault Management Components

A pair of Juniper SRX 345 backhaul management (BHM) firewalls paired in High Availability configuration is included at Mt. Lee Primary Master Site and MDC DSR Master Site.

These BHM firewalls provide LAPD and field service teams with visibility of the backhaul network components from one application (UEM) and remote access for configuration changes and troubleshooting. This removes the complexity and ambiguity of correlating alarms and events from multiple fault management applications or site visits.

3.2.1.2 Backhaul Fault management Components

A BHM LAN switch is included at each of the 17 trunking radio sites.

This switch aggregates and forwards Ethernet traffic from the Advanced Power Monitoring unit and Eltek DC controller to LAPD provided Cisco 903 MPLS router. A new Layer 3 Virtual Private Routed Network (VPRN) will be created on the existing MPLS backhaul to support the backhaul management subnet.

3.2.2 System Fault Management

System performance depends on the proper functioning of the system's software and components. The proposed system includes the following features to facilitate the detection, isolation, and resolution of events that are reported by system components.

The Unified Event Manager (UEM) provides critical fault management, including processing and presentation of events that are sent by managed devices. Historical and real-time traffic screens will give LAPD's system administrators access to radio events, radio status, and any device alarms.

The UEM supports the following main functions:

Device discovery – The UEM is optimized to quickly discover the managed devices in the system.

Fault management – Fault management in the UEM includes processing and presentation of events sent by a managed device.

Supervision – The UEM periodically checks its ability to communicate with the devices it manages.

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MOSCAD System 3-2

Synchronization – The UEM performs synchronization automatically, by validating the health of a device with the information stored in the fault management database.

The UEM will provide secure communications with LAPD's managed devices. If a loss of communication with a managed device occurs, that failure will be reported to the UEM, which will alert administrators according to the severity of the event. The UEM's alarm view dynamically updates based on the condition of the reported device (that is, the alarm will be cleared from the alarm view when a device sends a clear event to the UEM).

The UEM is the system's main fault manager, aggregating all system health information and managing the status of non-Motorola Solutions equipment through SDM3000 Remote Terminal Units (RTUs). Devices from other manufacturers managed by the UEM include power and security equipment and environmental alarms for doors, temperature, and generators.

UEM Enhanced Navigation enables advanced navigation and data visualization capabilities in the UEM client. The user can navigate through zone and system health information using a drill-down navigation concept, traversing through additional views and visualizing data related to infrastructure health. The enhance navigation enables the following features:

- System Map.
- Site View.
- Network Element View.
- Visualization of RTU Digital Input/Digital Output/Analog Input information.
- Advanced drill-down navigation.

UEM Enhanced Navigation allows users to track all device and environmental information from a single-user interface. The organization and accessibility of this data allows for a more intuitive end-user experience.

Utilizing geo-map technology, UEM Enhanced Navigation provides a high-level system view with the ability to drill down to see device-specific statuses. With the use of the SDM 3000 Remote Terminal Unit (RTU), this feature supports device metering, environmental inputs, and digital controls through a site dashboard view. Access to UEM Enhanced Navigation capabilities can be configured and secured based on defined user roles.

UEM Enhanced Navigation Tools:
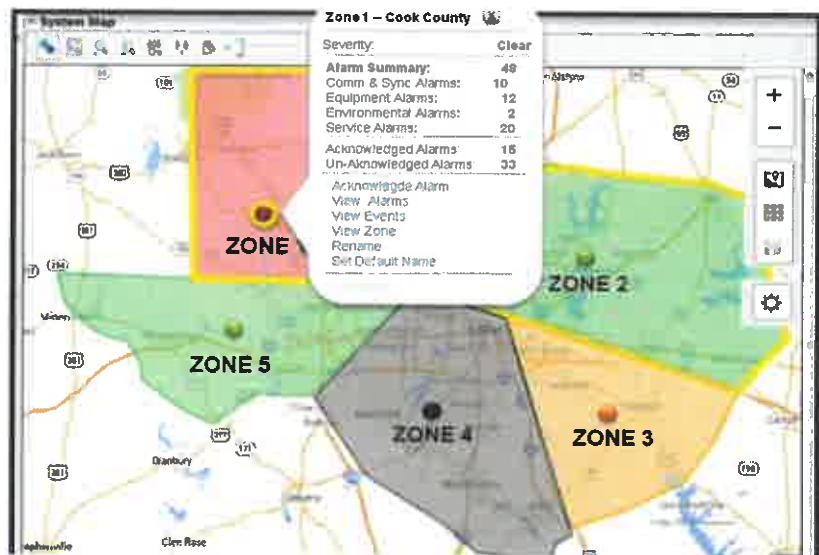
System View (M3 Core only)
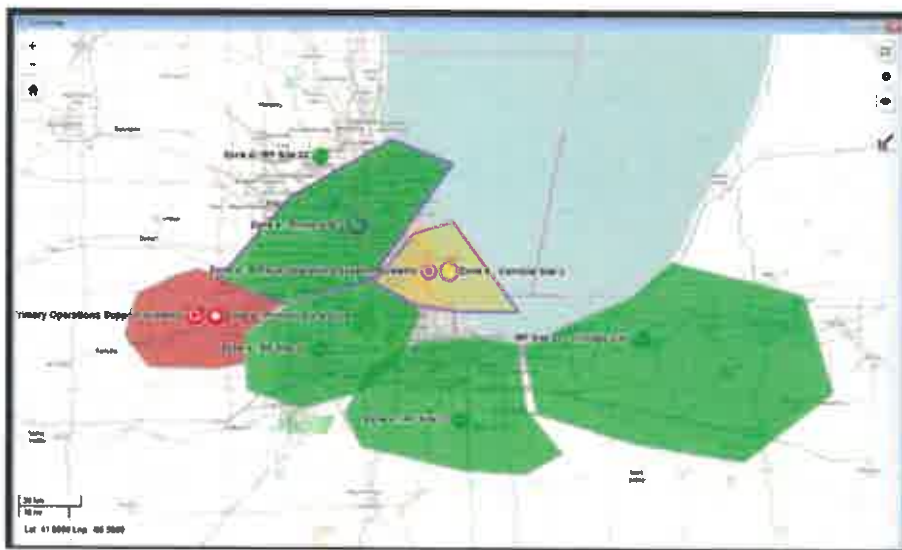
Zone View

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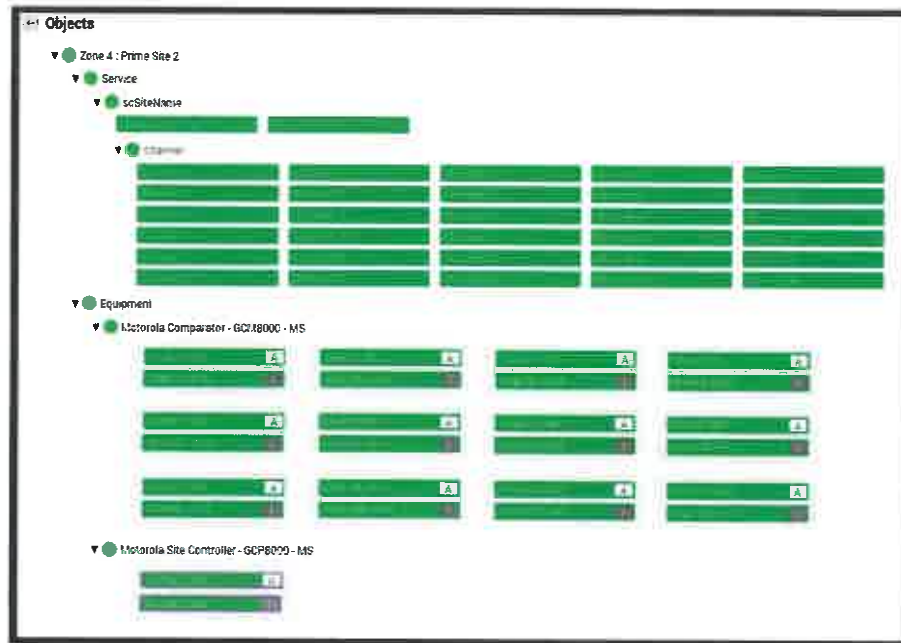
Site View

Integrated Fault Management allows a single-user interface to view, organize, and manage fault data.

Interactive Maps provide a system-wide view and zone-level view to highlight geographic fault status. Users can pan and zoom to adjust the area and level of focus.

A detailed user-interface provides context-based navigation, name aliasing, acknowledgment of alarms, site dashboards and drill down to component level status.

Environmental Alarms monitor remote inputs and provide a complete view of the site, including digital input status, analog input status and readings, and digital output control status.

3.3 MOTOROLA SOLUTIONS CYBER SECURITY AND SDM 3000 SECURITY PATCHING

The SDM3000 is an embedded device running the Monta Vista Linux Pro operating system. This operating system was selected for its small footprint and ability to efficiently perform the functions required of the SDM3000.

Cybersecurity updates and fixes for the MOSCAD solution are made available through the Motorola Technical Notification (MTN) process rather than through the SUS MotoPatch offering. The MTN process provides a mechanism for updates and security patching for devices in the ASTRO P25 system that do not run the Microsoft Windows, Red Hat Linux, or VMware ESXi operating systems. The SDM3000 falls into this category.

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When MTN updates become available, the Motorola Solutions personnel who are responsible for your system are notified via email. Any necessary changes to the system will be communicated to you ensuring that concerns, policies, and procedures are addressed before any changes or updates are made to your system. MTNs may be informational in nature, require installation of an updated software build to the SDM3000, or may recommend configuration settings to ensure optimal operation and security of the system.

Motorola Solutions Field Service Organization is responsible for reviewing and applying the Motorola Technical Notice under this contract. If an MTN is applied to your system there in no additional charges to LAPD. There are multiple ways the MTN's are applied based on the updates needed, and MSI will alert LAPD each time one will take place.

Motorola Solutions takes the cybersecurity protections of its customers and products very seriously and employs a number of strategies to address cybersecurity internally and externally:

- On a recurring basis, Motorola Solutions reviews vulnerability scan data for its products and performs analysis of that data to determine what actions are required to maintain secure systems. Typical scan data is obtained from Tenable Nessus scans but other scanners may be utilized based on specific needs. Regular communication feedback loops are in place between the cybersecurity and development organizations with the goal of triage and repair of discovered vulnerabilities.

- Cybersecurity has been institutionalized across Motorola Solutions through our Cybersecurity Champion program. This program spans across our development, engineering, managed services, and field services teams. Cybersecurity Champions are trained to work with our product security organization to help guide and execute cybersecurity activities within their respective teams. Main responsibilities for Cybersecurity Champions include promoting good cybersecurity hygiene and practices, advocating for security awareness and training, and rapidly responding to inquiries from the security organization regarding emerging threats and impacts to our products.

- Our internal threat intelligence team actively surveys the cybersecurity threat landscape for emerging threats. As new threats arise, this team rapidly assesses risk and whether there is impact to any of our products. Potential risks to our products are handled through constant coordination and communication with our Cybersecurity Champions and if impact is found, action plans are rapidly activated to provide security fixes and updates to our customers through their Motorola Solutions representatives.

3.4 SDM 3000 REMOTE TERMINAL UNIT (RTU)

The SDM3000 Remote Terminal Unit (RTU) supports scalable environmental I/O with RS232 & IP interfaces to many Motorola & non-Motorola devices and enables the Unified Event Manager (UEM) to acquire information regarding the fault and configuration of elements/devices in sites. The SDM3000 collects alarm information, sends controls, and interprets metering information through interfaces with RF and environmental equipment.

The SDM3000 RTU can be located at any ASTRO P25 site (trunked or conventional) and any non-P25 analog or digital (trunked or conventional) sites. These include remote sites, sub-sites, prime sites, master sites, dispatch sites, etc. For LAPD, the proposed SDM 3000

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RTU will be configured to support environmental and DC power system alarm points at 17 trunking sites.

Each SDM3000 RTU has a web server that provides service access through a standard web browser. An RTU can retrieve the topology map of the site and alarms stored in the events buffer.

SDM3000 Remote Terminal Unit – Enables the UEM to acquire information regarding the fault and configuration of elements/devices in sites.

3.5 RFI ADVANCE POWER MONITOR (APM)

3.5.1 Advance Power Monitor

The Advanced Power Monitor (APM) is used to measure and monitor channel-specific Tx Forward and Reflected power and Combiner Insertion losses between transmitter combiners their associated antenna(s) for up to 80 channels. Rx Channel and or other frequency monitoring is also available for up to 80 channels. The capability to perform a series of Tx-to-Rx system isolation (loop back), Rx sub-system passband gain response, and Transmitter isolation (Tx carrier rejection) tests is also provided.

Four pairs of Tx Forward (FWD) and Tx Reverse (RFL) coaxial connector inputs fed from non-intrusive in-line directional couplers give the APM the capability of monitoring the output of up to four (or more) separate transmitter combiner/antenna systems.

A Receive coaxial connector input port fed from either the receiver multicoupler system and/or an external "off-air" antenna gives the APM the capability of monitoring receiver system signal levels, or the propagation of transmitter channels located on other sites.

In addition to measuring and monitoring transmitter forward and reflected power in analog and digital radio communication systems, the APM can also be configured to monitor and measure insertion loss in the network transmitter combiner(s).

A DB15 rear-mounted connector provides four (4) separate dry relay contact alarm reporting outputs which may be individually user-assigned, on an ad-hoc basis, to specific monitored channels or to the system alarms in the APM or RSM. This capability allows specific channels' alarm conditions to be accessible via discrete alarm outputs – allowing faulty equipment to be individually identified, reported, and action to be initiated as required, or used to control basic alarm event actions such as antenna change-over (ACO) or main/standby base station switching, etc.

The alarms and events from the APM can also be monitored via SNMP Traps which provide more insight and information compared to the alarm contacts so for this proposed solution, we have chosen to capture and monitor APM alarms via SNMP by integrating the Advance Power Monitor into the Motorola Unified Event Manager for alarm and status reporting. LED's on the front panel of the APM provide visual indication of system alarms

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Front View

Rear View

Advance Power Monitor

3.5.2   Antenna Line Coupler

For each combiner/antenna system being monitored, a 4-port Antenna Line Coupler (ALC) is inserted after the transmitter combiner on the antenna feeder cable. These couplers have a low insertion loss (<0.2dB) and each is capable of handling up to 750Watts of RF power. The excellent PIM (<-150dBc) and PIP ratings of the coupler are maintained using 7/16 DIN (F) connectors on the input "From Combiner" and output "To Antenna" ports, with N (F) termination connectors used on the "FWD" and "RFL" coupling ports.

Designed for rack mounting, the APM and the ALC unit(s) are intended for mounting into 19" rack mount equipment cabinets or open frames. As standard, the APM is supplied with one ALC for connection to the first combiner/antenna system - with additional ALCs are included separately for sites requiring more than one combiner/antenna system to be monitored.

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MOSCAD System   3-8

SP7496-4440-DFF1RU (746-960MHz)

Front View

Top View

Antenna Line Coupler
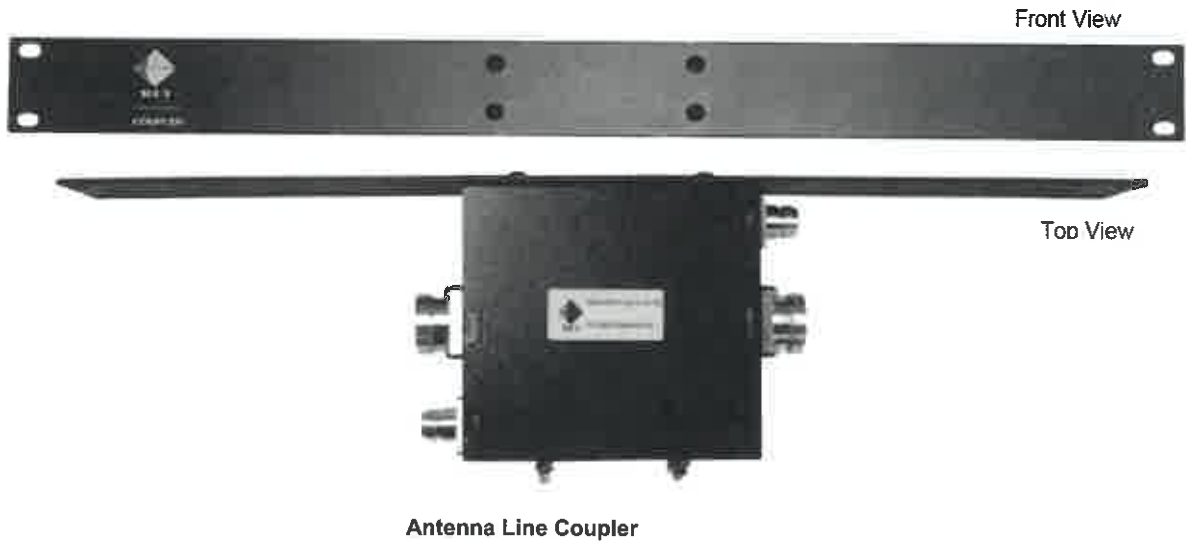
3.5.3 Receive Systems Module (RSM)
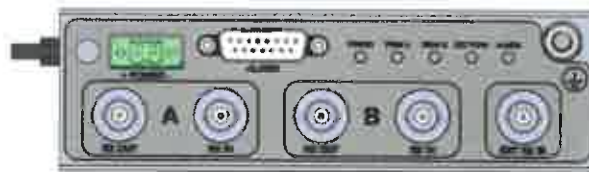
Receive Systems Module (RSM) Rear Panel Layout

Ten (10) Receive Systems Modules (RSM) are proposed at diversity receive RF sites to interface with APMs to support networks using two receive antennas.

The RSM adds two receiver paths (RA, RB) and a third 'External' antenna (RE) that are configurable in the APM GUI, on a per-channel basis. Rx level measurements for all three receive paths are available in the Status, System Isolation Tests and Service Mode pages of the APM GUI. The RSM also features a unique "RF Peak Level Detector" capability that can measure high levels of RF, even of very short burst duration, that may be overloading the network's base station receivers and degrading network performance. Alarm thresholds can be configured for these received signal level peaks so that alarms can be actioned when they occur, and these events are measured, logged and may be viewed in the APM GUI to assist fault-finding activities.

3.5.4 APM integration to Motorola Unified Event Manager (UEM)

Motorola Unified Event Manager (UEM) can monitor the status and alarms of RFI's Advanced Power Monitor (APM) using the Tabular SNMP format available in APM firmware version 2.8.6 and above. The integration of the APM to the UEM using a DDP file has been tested and

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MOSCAD System   3-9

certified by Motorola. An alarm condition measured by the APM is reported to the UEM and displayed in the Network Element View.

An example alarm condition is shown in the figures below
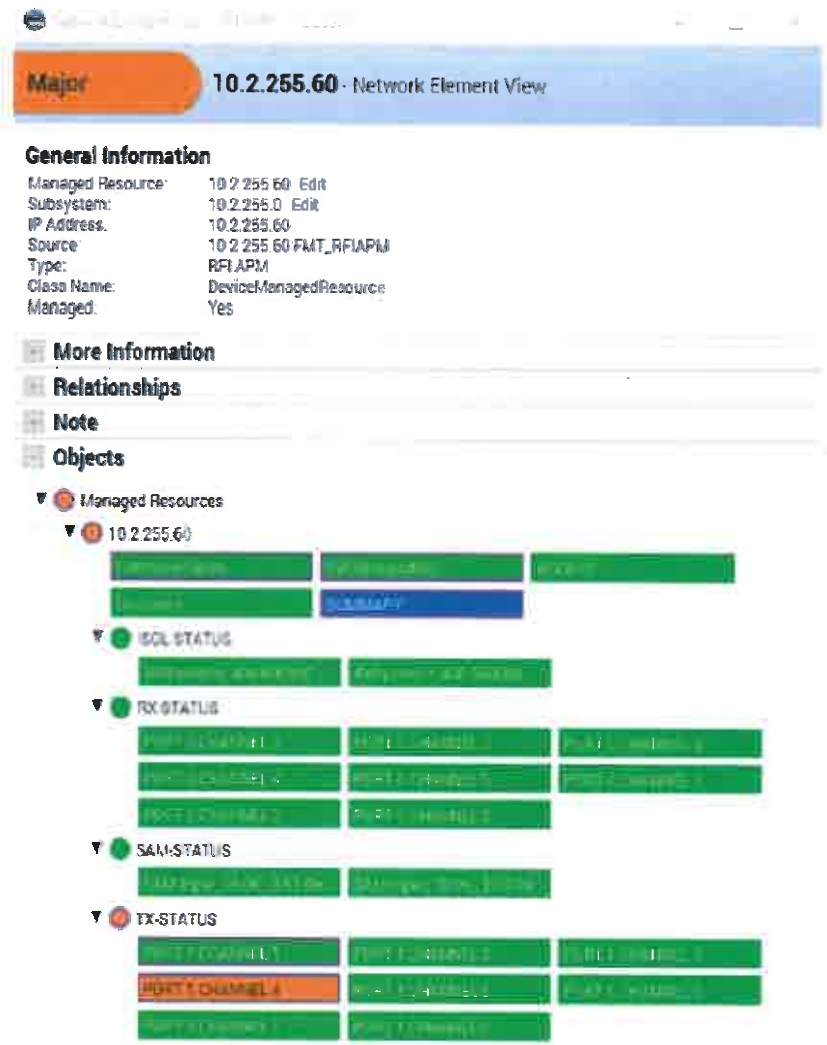
Example Network Element View of a site's APM – with a Tx alarm

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Alarm details - 10.2.255.60:TX-STATUS:14   —   □   ✕

Major   **PORT 1 CHANNEL 4** - Alarm details

General Information

Severity:	Major
Previous Severity:	Clear
Alarm ID:	5618141
Managed Resource:	10.2.255.60
Reporting Device:	10.2.255.60
Created	Jun 09, 2021 01:33:39 -0500
Modified	Jun 09, 2021 01:41:38 -0500
Reported:	Jun 09, 2021 01:41:38 -0500
Owner:	
Category:	Equipment Alarm
Ack Status:	Not acknowledged

Message
PWR=OK(_35.3), VSWR=FAIL(1.91), VCO=OK, TX=ON

⊞ More Information

⊟ Annotation

Save

History   Assign   Acknowledge   Alarm Type Settings

Example Alarm Details of a site

3.6   ELTEK SMARTPACK2 DISTRIBUTED CONTROL SYSTEM

The generic Smartpack2 (SP2) distributed control system — used in Eltek's power systems — monitors and controls the whole system, and consists of the Smartpack2 control system consists of the Smartpack2 Master and the Smartpack2 Basic controllers and the I/O Monitor2 CAN node.

The Smartpack2 Master serves as the local user interface between the user and the system. The Smartpack2 Basic monitors and controls the power system's internal wiring, supplies the CAN bus with power and takes full control if the master controller fails. The Controller's Web-based User Interface (CWUI) enables the user to configure and operate the system from a standard web browser. The I/O Monitor2 CAN node implements input and output signals. The Eltek DC load center implemented during the Phase 2 and Phase 3 projects is equipped with the Flatpack 2 controller. This controller provides Ethernet and discreet Digital Output alarm interfaces that will provide the remote management and alarming capability of the DC power system. Detailed drawings will be developed during Post-sale Design Review.

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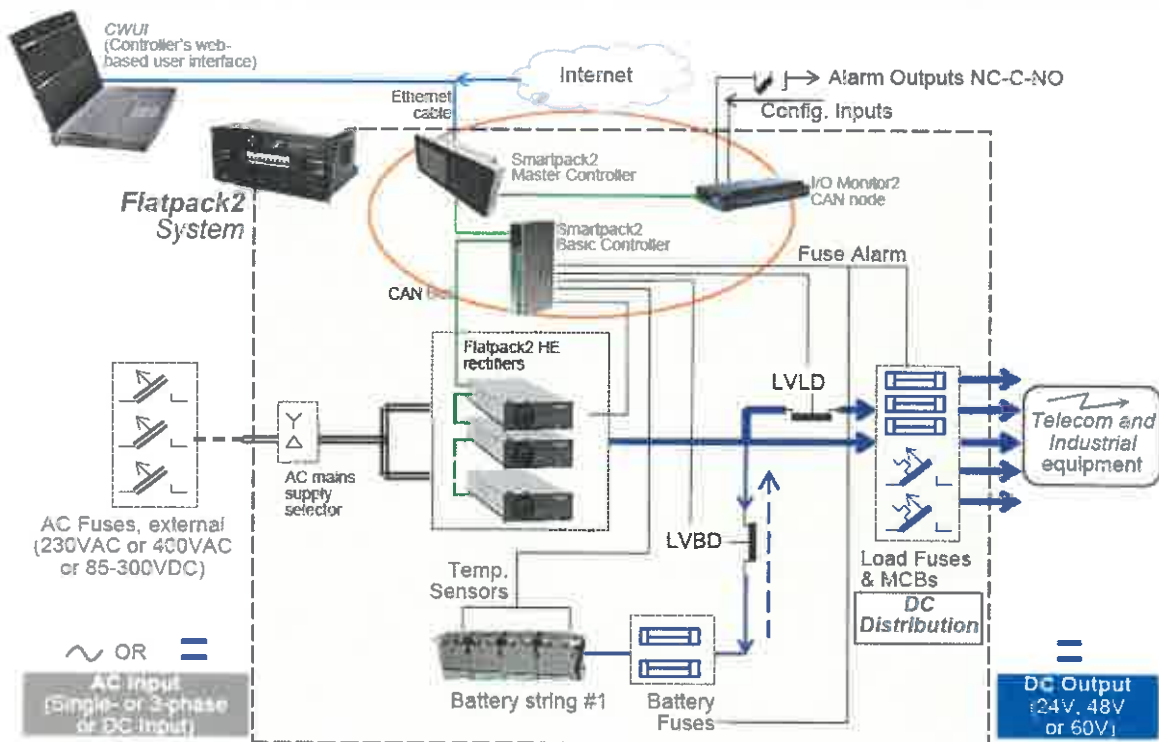
Typical Flatpack2 DC power system – Controller's web-based user interface allows for system configuration and monitoring.

3.6.1   Controller's Web based User Interface (CWUI)

The Controller's Web-based User Interface (CWUI) enables the user to configure and operate the system from a standard web browser from the NM Client via the backhaul fault management network. In order to facilitate this configuration, this proposal includes a backhaul fault management switch for each LAPD site.

Upon successful login to the CWUI, the following category buttons are accessible to the user:

- System Overview (Home) – Summary and status of critical system parameters and components.
- System Configuration – Settings pertaining to system operation and parameters. Some of the major submenus related to the Power System:
  Power System
  - Mains
  - Generator

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- Rectifier
- Load
- Battery
- Control System
- Alarm Configuration - Alarm monitors measure internal and external input signals and logical states. When an alarm monitor is enabled, it compares the parameter measurement with pre-programmed thresholds and raises an alarm in the event a threshold is exceeded. Alarm events are stored in the Event Log. If configured, an alarm output group (AOG) is activated to send an alarm signal to an external receiver. There are four types of alarm monitors:
  - Analog – measured value (like voltage or current).
  - Numeric – sum, count, or calculation (like the number of AC phases, rectifiers, or other power modules).
  - Logical – state of relays, form-C contacts, or logical combinations of alarm states (e.g., Boolean algebra).
  - LVD – a special event-based monitor that opens a low-voltage disconnect (LVD) contactor.
- Logs – Data collected for power system events, measurements, and user accounts are stored as logs and viewable under the logs category. The Event Log page stores alarm events (when alarms are turned on and off), including controller or monitor errors and removal of modules.
- Commands – The Commands section contains sets of actions that can be manually executed through the controller. These actions principally consist of resets, tests, software upgrades, and loading or saving configuration files.
- Statistics - The Statistics section provides relevant system data and calculated statistics, such as average results, peak values, etc.

3.6.2   I/O Monitor 2 CAN Node

I/O Monitor CAN node is used to monitor the input and output control signals from the Eltek DC power supply system. Some of the key features of the I/O monitor are:

- 6 user programmable voltage-free relay outputs for traditional remote control
- 6 user programmable and configurable inputs for fuse monitoring and other site equipment monitoring
- Storage of calibration data and real time event log
- Setup, configuration and calibration from the NM client via a standard web browser.

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Alarms / Events available

Alarms can be set up with monitoring of minor and major levels. Hysteresis and time delay is user configurable. All average and peak levels on analogue values are auto logged in Event log

Power & Control System

- AC Mains Low (2-level)
- AC Phase Voltage x3 (2-level)
- "Digital" Inputs (programmable descriptions)
- Events trigger by inputs

Service mode (block relays), Generator running, Lower charge current limit, Battery test, Boost inhibit, Emergency low voltage , Clear manual reset alarms.

Load

- Load Disconnect
  -Voltage or Timer (from mains failure) based
  -Mains independent (optional)
- Load Fuse
- Load Current

Battery

- Battery Voltage (4-level, optional 8-level)
- Battery Temperature (2-level)
- Battery Used Capacity (2-level) [Ah or %]
- Battery Remaining Capacity (2-level) [Ah or %]
- Battery Fuse
- Symmetry Failure (2-level)
- -Only with BM Can Node
- Battery Quality after test (2-level)
- Battery Current (4-level)
- Battery Life Time (2-level) [from temperature log]

Rectifier

- Rectifier Failure (2-level)
- Rectifier Capacity (2-level)
- Rectifier Current (2-level)
- Rectifier Avg. Temperature (2-level)
- Rectifier Current Share (2-level)

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3.7 MOSCAD SYSTEM DIGRAM

Figure 3: MOSCAD and Backhaul Fault Management Sample Block Diagram, Showing New Additions in Red

3.8 MOSCAD EQUIPMENT LIST

The following is a comprehensive equipment list for the proposed MOSCAD System

Quantity	Nomenclature	Description
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	UA00225AA	ADD: UEM ENHANCED NAVIGATION
7	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
2	DSRUP001	UPLOADER SOFTWARE LICENSE FOR APM, SINGLE PC, 2 YEARS
27	DSAPM7487K248	ADVANCED POWER MONITOR, 740-870 MHZ, 36-60V DC (INC SINGLE COUPLER)
4	DSSP74964440DFF1RU	ANT LINE COUPLER 740-960MHZ 40DB 4-PORTS SUIT APM748 AND APM8796
10	DSRSM000048	RECEIVE SYSTEMS MONITOR, 36-60VDC

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Quantity	Nomenclature	Description
17	F4544	SITE MANAGER ADVANCED
17	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
51	V592	AAD TERM BLCK & CONN WI
17	VA00905	ADD:24/48 VDC PS TO SM
24	DSWLT9072101001	1U 6A/6B -/+24-48VDC SPLIT BUS BREAKER PANEL, 100A TRIMM
16	DSWL030017750I	BREAKER, 20 AMP TRIMM
40	DSWL030017750C	BREAKER 2 AMP TRIMM
136	DSWL9000200001	BLANK TRIMM
48	DS502657	BREAKER 30A 1P AUX 5/16 BULLET
16	DS330460	INVERTER, TSI-Y-ONE-REG-48VDC-120VAC-500VA-UL (DC INPUT ONLY)2-RECEPT
17	CLN1868	2930F 24-PORT SWITCH
4	T8492	SITE ROUTER & FIREWALL - AC
EQUIPMENT SPARES:		
3	DSAPM7487K248	ADVANCED POWER MONITOR, 740-870 MHZ, 36-60V DC (INC SINGLE COUPLER)
1	DSSP74964440DFF 1RU	ANT LINE COUPLER 740-960MHZ 40DB 4-PORTS SUIT APM748 AND APM8796
1	DSRSM000048	RECEIVE SYSTEMS MONITOR, 36-60VDC
2	F4544	SITE MANAGER ADVANCED
2	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
6	V592	AAD TERM BLCK & CONN WI
2	VA00905	ADD:24/48 VDC PS TO SM
2	DSWL030017750I	BREAKER, 20 AMP TRIMM
4	DSWL030017750C	BREAKER 2 AMP TRIMM
5	DS502657	BREAKER 30A 1P AUX 5/16 BULLET
2	DS330460	INVERTER, TSI-Y-ONE-REG-48VDC-120VAC-500VA-UL (DC INPUT ONLY)2-RECEPT

Quantity	Nomenclature	Description
2	CLN1868	2930F 24-PORT SWITCH
1	T8492	SITE ROUTER & FIREWALL - AC

The matrix below provides a breakdown of the proposed equipment by Site:

LAPD SITES	Site Power - AC/DC	# of SDM3000	APM	Additional APM Antenna Couplers	Additional Receive Systems Module	2A DC Breakers (Panel)	20A DC Breaker (Panel)	30A DC Breakers (Load Center)	DC Breaker Panels	DC Breaker Panel Covers	Inverter	Backhaul Management	Firewall
100 Wilshire	DC	1	1	0	1	2	1	2	1	9	1	1	0
Baldwin Hills	DC	1	2	0	0	3	1	4	2	8	1	1	0
Century Plaza	DC	1	2	0	2	3	1	4	2	8	1	1	0
Green Mountain	DC	1	1	0	0	2	1	2	1	9	1	1	0
KIIS	DC	1	1	0	1	2	1	2	1	9	1	1	0
Mt Lee	AC	1	3	0	0	N/A	N/A	N/A	N/A	N/A	N/A	1	4
Mt Lukens	DC	1	2	1	1	3	1	4	2	8	1	1	0
Mt Washington	DC	1	1	0	1	2	1	2	1	9	1	1	0
Oat Mtn	DC	1	1	1	1	2	1	2	1	9	1	1	0
Pt Fermin	DC	1	2	0	0	3	1	4	2	8	1	1	0
Quonset Hut	DC	1	1	0	1	2	1	2	1	9	1	1	0
San Pedro Hill	DC	1	2	0	0	3	1	4	2	8	1	1	0
San Vicente	DC	1	3	1	0	4	1	8	3	7	1	1	0
Southeast PD	DC	1	1	0	1	2	1	2	1	9	1	1	0
Southwest PD	DC	1	1	0	0	2	1	2	1	9	1	1	0
Verdugo Peak	DC	1	2	1	1	3	1	4	2	8	1	1	0

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Hollenbeck PD	DC	1	1	0		2	1	2	1	9	1	1	0
TOTAL		17	27	4	10	40	16	48	24	136	16	17	4

3.9   MOSCAD PROPOSED TRAINING CLASSES

In order to achieve the training goals identified by Los Angeles Police Department, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

Course Title	Number of Classes	Target Audience	Duration	Location	Date	Participants
ASTRO 25 IV&D GTR8000 Repeater Site Workshop Course #: AST4208 (Instructor-led)	1	Technicians and System Administrators	3 days	Los Angeles, CA	Prior to cutover	Up to 12
ASTRO 25 IV&D Radio System Administrator Workshop Course #: AST102 (Instructor-led)	1	System Technicians, Technical System Administrators and System Administrators	4.5 days	Los Angeles, CA	Prior to cutover	Up to 12

3.9.1   Training Course Description

ASTRO 25 IV&D GTR8000 Repeater Site Workshop Course Synopsis and Objectives:	This workshop describes the components in the ASTRO 25 IV&D System Repeater Site with GTR 8000 expandable site subsystem. This course also presents how the GTR 8000 expandable site subsystem operates and explains the tools and methods available for troubleshooting components within the subsystem. After completing this course, the participant will be able to: • Describe the ASTRO 25 IV&D Repeater Site with GTR 8000 Expandable Site Subsystem configurations and components. • Identify the GCP 8000 Site Controller functions and configuration requirements. • Describe the connections and interfaces to the GCP 8000. • Diagnose and troubleshoot the GCP 8000.

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	• Describe the functionality of the GTR 8000 Expandable Site Subsystem. • Configure and troubleshoot the ASTRO 25 Repeater Site with GTR 8000 Expandable Site Subsystem. • Configure and troubleshoot the Network Transport subsystem.
ASTRO 25 IV&D Radio System Administrator Workshop Course Synopsis and Objectives:	This workshop covers administrator functions for an ASTRO 25 Integrated Voice and Data (IV&D) System. Learning activities in this course focus on how to use the different ASTRO 25 IV&D System Management applications. Participants will be provided with an opportunity to discuss how to structure their organization and personnel for optimal ASTRO 25 IV&D system use. After completing the course, the participant will be able to: • Describe the relationship between radio programming, console administration and system management, and the impact of this relationship on system planning. • List the network management tools applicable at each phase of the system life cycle. • Identify the advantages and disadvantages of options available for the configuration of system infrastructure and user parameters. • Use the report and real-time data to monitor performance and make adjustments necessary to maintain acceptable system performance levels.

3.10 MOSCAD ACCEPTANCE TEST PLAN (ATP)

Fault Management
- Station Power Amp Failure Reports to the Unified Event Manager (UEM)
- Site Path Failure (Ethernet) Reports to the Unified Event Manager
- Alarm Processing - Acknowledged/Un-acknowledge alarm

MOSCAD UEM Integration
- Physical Inputs/Outputs - Digital Inputs
- Repeater Site Base Radio) / Multisite Base Radio Diagnostics - Reset Station
- UEM Enhanced Navigation Functionality - Unacknowledged / Acknowledged Alarm
- Screen Navigation
- UEM Enhanced Navigation functionality - Views

System Management Tests
- Unified Event Manager - Diagnostics - Multisite Site

- Unified Event Manager - Force Synchronization - Site Controller
- Unified Network Configurator Device Management - Channel Parameter

SECTION 4

MOSCAD IMPLEMENTATION PLAN

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Los Angeles Police Department. The tasks described herein will be performed by Motorola, its subcontractors, and the City of Los Angeles Police Department to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has reviewed as-built drawings from LAPD Trunking Phase 2 project, design review documents form LAPD Trunking Phase 3 project, and site photos captured during the execution of these projects to be used for the new MOSCAD system. Should any of the sites change between this review and contract execution without notice to Motorola, a revision to the SOW and associated pricing may be required.

Motorola will be providing a new MOSCAD System with alarm monitoring at the 17 antenna sites identified above. It should be noted that to add the new APM antenna couplers and receive modules, Motorola will work with LAPD to coordinate temporary disruptions of service at the trunking RF sites during installation.

4.1   STATEMENT OF WORK

Tasks	Motorola	LAPD
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X

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Tasks	Motorola	LAPD
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting. **MILESTONE – CONTRACT AWARD**		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review LAPD's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that LAPD sites can still accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	

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Tasks	Motorola	LAPD
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Work with Customer to identify any potential interference or roadblocks for installation.	X	X
Assume responsibility for proving all information necessary for complete installation.		X
Assume responsibility for changes that were not provided to Motorola's attention between proposal and contract execution. Examples may include space and power availability.		X
Complete the required forms required for frequency coordination and licensing.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for LAPD provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	

Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.
MILESTONE – DESIGN APPROVAL

SITE PREPARATION AND DEVELOPMENT

Site Planning

Tasks	Motorola	LAPD
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
If applicable, provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Confirm that there is still adequate utility service to support the new equipment and ancillary equipment.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
For the proposed equipment, ensure that the installation at each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.	X	
Prepare site construction drawings showing the layout of new and existing equipment.	X	
Review and approve site construction drawings.		X
Ensure that required rack space is still available for installation of the new equipment.		X

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MOSCAD Implementation Plan 4-22

Tasks	Motorola	LAPD
Deliverable: Information and permitting requirements completed at each site.		
Process Equipment List		
Validate Equipment Lis by checking for valid model numbers, versions, compatible options to main equipment and delivery data.	X	
Enter order into Motorola's Customer Order Fulfillment (COF) system.	X	
Create equipment orders.	X	
Reconcile the equipment list(s) to the Contract.	X	
Procure third-party equipment.	X	
Deliverable: Verify equipment list contains the correct model numbers, versions, options and delivery data. Bridge the equipment order to the manufacturing facility.		
System Staging (Field) and Storage		
Ship all equipment needed for staging to Motorola's Authorized Service Provider.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Inventory the equipment with serial numbers and installation references.	X	
Store equipment until delivery and installation date	X	
Deliverable: System shipped, received, staged and ready for installation.		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X

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MOSCAD Implementation Plan 4-23

Tasks	Motorola	LAPD
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment. (if applicable)		X
Deliverable: Equipment installed.		
MOSCAD Alarm Installation and Configuration		
Permanently install the new Firewall in the rack space provided by LAPD for Master Sites	X	
Perform any necessary cabling, grounding, and connect to power.	X	
Permanently install, cable, and ground the new SDM3000 in existing rack space provided by LAPD.	X	
Install, cable, and ground the three (3) new punchblocks on wall board space provided by LAPD.	X	
Provide wire and labor to make up to 23 connections to the new punchblocks. Assume inputs are within 50' of the new punchblocks. Of the 23 connections, 17 are environmental alarms managed by Base Maintenance while 6 are from the Eltek DC Controller.	X	
Provide, install, and label Ethernet cable from the Eltek DC Controller to city provided MPLS router.	X	
Provide, install, and label Ethernet cable from the APM to city provided MPLS router.	X	
Install Motorola provided DC breakers and energize the DC equipment.	X	
Deliverable: MOSCAD equipment installation completed and ready for optimization.		
MILESTONE – SYSTEM INSTALLATION ACCEPTANCE		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	

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MOSCAD Implementation Plan 4-24

Tasks	Motorola	LAPD
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
'Sweep' or test the antenna system for optimized performance and identify potential anomalies.	X	
Test features and functionality to ensure that FNE is in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR.	X	
Provide access/escort to the sites as needed		X
Provide radio equipment (i.e. loaner radios) or access to Dispatch consoles as needed for testing and optimization		X
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during LAPD acceptance testing or beneficial use, repeat that particular task after Motorola determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to LAPD for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by LAPD. **MILESTONE – SYSTEM ACCEPTANCE TEST PROCEDURES ACCEPTANCE**		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Provide Motorola with user radio information for input into the system database and activation, as required.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X

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Tasks	Motorola	LAPD
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola to provide services during year 1 warranty.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by LAPD		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to LAPD upon project completion.	X	
Provide an electronic as-built system manual on CD or other LAPD preferred electronic media. The documentation will include the following: - Site Block Diagrams. - Site Floor Plans. - Site Equipment Rack Configurations. - ATP Test Checklists. - Functional Acceptance Test Plan Test Sheets and Results. - Equipment Inventory List. - Maintenance Manuals (where applicable). - Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. **MILESTONE – FINAL PROJECT ACCEPTANCE**		

4.2   ASSUMPTIONS

The City of Los Angeles Police Department (LAPD) has requested a quote from Motorola for a MOSCAD Fault Monitoring Alarming System 17 of their Radio Sites that are a part of their 700/800 MHz Trunking System. Motorola has taken the initiative to design, architect and engineer this proposal based on our understanding of LAPD's current Fault Monitoring needs after performing a sitewalk at Metro Dispatch Center and studying the Mt. Lee

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MOSCAD Implementation Plan   4-26

MOSCAD RTU configuration for their current UHF Conventional system that includes Digital Input relays to monitor environmental alarms, DC battery subsystem, generators, and GPS. Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Backhaul Fault Management
  - Existing microwave radio network has sufficient capacity and bandwidth to support the new Backhaul Fault Management MPLS service.
  - Existing Cisco 903 routers have sufficient copper Ethernet ports to interface to the new Backhaul Fault Management aggregation switches.
  - Existing Cisco 903 routers are within 100m of the new Backhaul Fault Management aggregation switches.
- SDM 3000
  - It is assumed that LAPD has current documentation that describes environmental dry relay contact closures at all trunking RF sites.
  - LAPD to provide all diode-isolated environmental dry relay contact closures terminated on a type 66 punch block within 10 feet of the SDM3000 punch block. If new environmental alarm contact closures and/or wiring are required, these changes will require additional time and charge.
- Eltek DC Power Subsystem
  - Motorola assumes that the existing Eltek DC power subsystem has enough capacity to support additional power load of the new devices at all trunking RF sites.
  - To provide DC power to the new devices, Motorola will require a temporary disruption of service of the Eltek DC power subsystem at trunking RF sites. Since the trunking RF subsystem does not have active users today.
- APM
  - Motorola assumes that the final frequency plan and FCC licenses for the trunking sites, including the new Phase 3 800MHz Citywide simulcast cell, will be provided by LAPD before configuration of the APMs. Changes to the frequency plan will require additional time and charge.
- All conduits and other building requirements are the responsibility of the customer.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All labor will be conducted from 8:00 a.m. to 5:00 p.m. Monday through Friday.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

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MOSCAD Implementation Plan   4-27

4.3   PROJECT SCHEDULE

Motorola has provided a proposed project schedule on the following page. A final schedule will be prepared by the assigned Motorola Solutions Project Manager during the Detailed Design Review, and then reviewed and approved by LAPD. This project is assumed to take 26 months from kickoff to final system acceptance.

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MOSCAD Implementation Plan   4-28

Task Name	Duration	Start	Finish
MO/CAD Installation - 17 Sites	384 d	Mon 4/3/23	Wed 9/4/25
Project Initiation	10 d	Mon 4/3/23	Fri 4/14/23
Contract Award	0 d	Mon 4/3/23	Mon 4/3/23
Project Set Up	3 d	Mon 4/3/23	Wed 4/5/23
Post Sale Transition Meeting Completed	1 d	Thu 4/6/23	Thu 4/6/23
Internal Project Plan/Design Review	5 d	Thu 4/6/23	Wed 4/12/23
Project Kick-off	7 d	Thu 4/6/23	Fri 4/14/23
Kick-off Preparation	2 d	Thu 4/6/23	Fri 4/7/23
Internal Project Kick-off	1 d	Thu 4/13/23	Thu 4/13/23
Project Reports and Recurring Deliverables Established	1 d	Mon 4/10/23	Mon 4/10/23
Project Kick-off Conducted	1 d	Fri 4/14/23	Fri 4/14/23
Project Initiation Complete	0 d	Fri 4/14/23	Fri 4/14/23
Project Planning	60 d	Tue 4/18/23	Wed 7/13/23
Site Surveys Conducted	27 d	Tue 4/18/23	Wed 5/24/23
Customer Design Review	33 d	Thu 5/25/23	Wed 7/12/23
System Architecture/Equipment Overview	2 d	Thu 5/25/23	Fri 5/26/23
System Architecture/Equipment Overview Finalized	2 d	Thu 5/25/23	Fri 5/26/23
System Description	3 d	Tue 5/30/23	Wed 5/31/23
System Description Updated	2 d	Tue 5/30/23	Wed 5/31/23
Project Management/Administration Plans	3 d	Thu 6/1/23	Fri 6/2/23
Project Management/Administration Plan Updated	2 d	Thu 6/1/23	Fri 6/2/23
Acceptance Test Plans	2 d	Mon 6/5/23	Tue 6/6/23
Acceptance Test Plans Finalized	2 d	Mon 6/5/23	Tue 6/6/23
Cutover / Transition Plan	2 d	Wed 6/7/23	Thu 6/8/23
Cutover Planning Developed	2 d	Wed 6/7/23	Thu 6/8/23
Training Plans	6 d	Fri 6/9/23	Thu 6/15/23
Training Plans Updated	2 d	Fri 6/9/23	Mon 6/12/23
CDR Presentation Material Delivered	1 d	Tue 6/13/23	Tue 6/13/23
Customer Design Review Conducted and Approved	2 d	Wed 6/14/23	Thu 6/15/23
Completion of Customer Design Review (System Design and Implementation Frozen)	0 d	Thu 6/15/23	Thu 6/15/23
Contract Change Order Process	2 d	Fri 6/16/23	Wed 6/28/23
Update Project Plans (Post CDR)	9 d	Thu 6/29/23	Wed 7/13/23
Project Execution	667 d	Thu 7/13/23	Tue 7/15/25
Order Processing	266 d	Thu 7/13/23	Thu 8/1/24
System Installation	219 d	Fri 8/2/24	Wed 6/11/25
Receipt and Inventory of Equipment	5 d	Fri 8/2/24	Thu 8/8/24
Receive Non-Staged Equipment	5 d	Fri 8/2/24	Thu 8/8/24
Site One: Equipment Installation	10 d	Fri 8/9/24	Thu 8/23/24
Site One: Install and Test	5 d	Fri 8/9/24	Thu 8/16/24
Site One: Site Optimization	5 d	Fri 8/16/24	Thu 8/23/24
Site Two: Equipment Installation	10 d	Fri 8/23/24	Fri 8/9/24
Site Two: Installation	5 d	Fri 8/23/24	Thu 8/29/24
Site Two: Site Optimization	5 d	Fri 8/30/24	Fri 8/9/24
Site Three: Equipment Installation	10 d	Mon 9/9/24	Fri 9/20/24
Site Three: Installation	5 d	Mon 9/9/24	Fri 9/13/24
Site Three: Site Optimization	5 d	Mon 9/16/24	Fri 9/20/24
Site Four: Equipment Installation	10 d	Mon 9/23/24	Fri 10/4/24
Site Four: Installation	5 d	Mon 9/23/24	Fri 9/27/24
Site Four: Site Optimization	5 d	Mon 9/30/24	Fri 10/4/24
Site Five: Equipment Installation	5 d	Mon 10/7/24	Wed 10/16/24
Site Six: Equipment Installation	10 d	Thu 10/17/24	Wed 10/30/24
Site Six: Installation	5 d	Thu 10/17/24	Wed 10/23/24
Site Six: Site Optimization	5 d	Thu 10/24/24	Wed 10/30/24
Site Seven: Equipment Installation	10 d	Thu 10/31/24	Wed 11/13/24
Site Seven: Installation	5 d	Thu 10/31/24	Wed 11/6/24
Site Seven: Site Optimization	5 d	Thu 11/7/24	Wed 11/13/24
Site Eight: Equipment Installation	10 d	Thu 11/14/24	Fri 11/29/24
Site Eight: Installation	5 d	Thu 11/14/24	Wed 11/20/24
Site Eight: Site Optimization	5 d	Thu 11/21/24	Fri 11/29/24
Site Nine: Equipment Installation	10 d	Mon 12/2/24	Fri 12/13/24
Site Nine: Installation	5 d	Mon 12/2/24	Fri 12/6/24
Site Nine: Install and Test Site Alarm	5 d	Mon 12/2/24	Fri 12/6/24
Site Nine: Site Optimization	5 d	Mon 12/9/24	Fri 12/13/24
Site Ten: Equipment Installation	10 d	Mon 12/16/24	Tue 12/31/24
Site Ten: Install and Test Site Alarm	5 d	Mon 12/16/24	Fri 12/20/24
Site Ten: Site Optimization	5 d	Mon 12/23/24	Tue 12/31/24
Site Ten: Master Site Installation Complete	0 d	Tue 12/31/24	Tue 12/31/24
Site Eleven: Equipment Installation	10 d	Thu 1/2/25	Wed 1/15/25
Site Eleven: Installation	5 d	Thu 1/2/25	Wed 1/8/25
Site Eleven: Site Optimization	5 d	Thu 1/9/25	Wed 1/15/25
Site Twelve: Equipment Installation	10 d	Thu 1/16/25	Thu 1/30/25
Site Twelve: Installation	5 d	Thu 1/16/25	Wed 1/23/25
Site Twelve: Site Optimization	5 d	Fri 1/24/25	Thu 1/30/25
Site Thirteen: Equipment Installation	10 d	Fri 1/31/25	Thu 2/13/25
Site Thirteen: Installation	5 d	Fri 1/31/25	Thu 2/6/25
Site Thirteen: Site Optimization	5 d	Fri 2/7/25	Thu 2/13/25
Site Fourteen: Equipment Installation	5 d	Fri 2/14/25	Tue 2/25/25
Site Fifteen: Equipment Installation	10 d	Wed 2/26/25	Tue 3/11/25
Site Fifteen: Equipment Installation	5 d	Wed 2/26/25	Tue 3/4/25
Site Fifteen: Site Optimization	5 d	Wed 3/5/25	Tue 3/11/25
Site Sixteen: Equipment Installation	10 d	Wed 3/12/25	Tue 3/25/25
Site Seventeen: Equipment Installation	10 d	Wed 4/30/25	Tue 5/6/25
Site Seventeen: Installation	5 d	Wed 4/30/25	Fri 5/6/25
Site Seventeen: Site Optimization	5 d	Fri 5/9/25	Tue 6/24/25
Site Eighteen (MSC): Equipment Installation	10 d	Wed 5/21/25	Wed 6/11/25
Site Eighteen: Installation	7 d	Wed 5/21/25	Fri 5/30/25
Site Eighteen: Site Optimization	5 d	Mon 6/2/25	Wed 6/11/25
System Installation Complete	0 d	Wed 6/11/25	Wed 6/11/25
Training	5 d	Thu 6/12/25	Mon 6/23/25
ASTRO 25 N&D GTR8000 Repeater Site Workshop	3 d	Thu 6/12/25	Mon 6/16/25

	Task Name	Duration	Start	Finish
	25 M Radio System	5		
	Training Complete	0 d	Mon 6/23/25	Mon 6/23/25
	Perform System Acceptance Testing	15 d	Thu 6/12/25	Wed 7/2/25
	Cut-Over	8 d	Thu 7/3/25	Tue 7/15/25
	Verify System Readiness	5 d	Thu 7/3/25	Thu 7/10/25
	Cutover (two cells per day, before shift change)	3 d	Fri 7/11/25	Tue 7/15/25
	Project Close	18 d	Wed 7/16/25	Wed 8/6/24
	Punch List Resolution	15 d	Wed 7/16/25	Tue 8/5/25
	Finalize Documentation and Deliver As-Builts	15 d	Wed 7/16/25	Tue 8/5/25
	Complete Service Transition Meeting	1 d	Wed 8/6/25	Wed 8/6/25
	Final System Acceptance	0 d	Wed 8/6/25	Wed 8/6/25

MOSCAD ONSITE INFRASTRUCTURE RESPONSE SERVICE

Maintaining LAPDs MOSCAD mission-critical two-way communications systems on a 24x7x365 basis to ensure uninterrupted system availability on your own can be overwhelming. System support requires continuous training on advanced technology, sophisticated test and repair tools, and around the clock technician availability.

5.1 ONSITE OVERVIEW

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. All you have to do is make one phone call and your system response and restoration process begins immediately.

Following proven response and restore processes, Motorola Dispatch contacts the local

authorized service center in your area and dispatches a qualified technician to your site. An automated escalation process ensures that technician site arrival and system restoration comply with contracted response times. The field technician will restore the system by performing first level trouble-shooting on-site. If the local technician is unable to resolve the problem, the escalation process includes intervention by Motorola System Support Center technologists or product engineering teams as needed (Technical Support Service required).

Increased system availability - trained and qualified technicians on-site within committed response times, backed by centralized Motorola resources*, ensure maximum system uptime.

Cost effective network support - OnSite Response means you don't have to dedicate technical resources or invest in the tools, training, and inventory required to respond to system issues.

Peace of mind - case management that includes an escalation process ensures that once a case is opened, it is monitored closely until the issue is resolved to your satisfaction (Dispatch Service required).

Excellence you can count on - Motorola quality starts with product design and continues through total life cycle support.

5.2 NETWORK MONITORING

In the public safety world, first responders have little margin for error. That's why Motorola developed the Network Monitoring service. With Network Monitoring, you get continuous,

real-time monitoring of your network and immediate, proactive response to all network issues, many of which can be resolved remotely without the need to send out a technician. No matter who uses your network, absolute network availability means communications your users can rely on.

REAL-TIME SYSTEM EVENT MONITORING 24X7X365

Network Monitoring Operations (NMO) provides real-time fault monitoring and diagnostics capabilities for your network on a consistent, continuous basis. NMO utilizes multiple hardware and software tools for remote monitoring, event characterization, and restoration of your communication network. When an event is detected, NMO technologists acknowledge and assess the situation, conduct remote diagnostic routines, and initiate an effective response. Such responses could include, but are not limited to, continuing to monitor the event for further developments; attempting remote restoration; or transferring the event information via a case report to Technical Support to better define the event or dispatch a local service technician. The service technician will respond to the customer site based on pre-determined severity levels and response times and NMO maintains contact with the on-site service technician until the system is restored and the case is closed.

System availability - monitoring network events 24x7x365 and taking immediate response helps to maximize the availability of your communications network to your users.

Quick restoration - potential network disruptions can be identified and often remotely diagnosed and fixed before there is any impact to your communications system.

Cost effective - take advantage of a centralized resource by leveraging the significant investment Motorola has made in NMO resources, equipment, and processes. No need to duplicate this investment yourself.

Making it easy - Motorola's proven processes, state of the art System Support Center, and trained, qualified and experienced NMO technicians continuously monitor your network so you can focus on your business.

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MOSCAD Onsite Infrastructure Response Service   5-30

SECTION 6

MOSCAD PRICING

6.1   MOSCAD PRICING SUMMARY

Description	Price (USD)
Equipment	
- Master Site Configuration License - Uploader Software license for APM - Adv. Power Monitor - Antenna Line Coupler - Receive Systems Monitor - Advanced Site Manager - Bus Breaker Panel - Inverter - 24-Port Switch - Juniper Firewall Appliance - Spares	$532,552
Equipment Discount (LA County Contract)	-$41,796
Equipment Total	**$490,756**
Project Services	
- Design Services - On Site Staging - Post Sale Engineering Services - Systems Technologist Integration Support - Installation - ATP System Testing - 1 Year Warranty	$1,580,018
- Training	**$46,618**
Project Services Total	**$1,626,636**
Infrastructure Response Services	
- 5 Year Infrastructure Response Services including: - On-Site 24x7x365 Response - Network Monitoring - Professional Implementation Services	$65,220
Project Services Total	**$65,220**
Estimated Tax on Equipment (9.5%)	$46,622
Project Total	**$2,229,234**

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MOSCAD Pricing   6-31

SECTION 7

ACTIVEEYE MANAGED SECURITY SERVICES

7.1   ACTIVEEYE EXECUTIVE SUMMARY

Motorola Solutions is pleased to build upon our ongoing support and partnership with the Los Angeles Police Department (LAPD) to provide a security monitoring and response services that efficiently meets the cyber security needs of LAPD. We are a national and global leader in the cyber security community with our recent acquisitions of both Delta Risk and Lunarline in 2020. Motorola Solutions has evolved into a holistic mission critical technology provider, placing cyber security and Information Technology (IT) at the forefront of importance to protect our customers against threats to the confidentiality, integrity and availability of their operation.

Motorola Solutions' Managed Security Services is able to provide network security, endpoint security, SaaS, and public cloud monitoring by experienced, specialized security technologists with extensive experience working with traditional IT and mission critical networks.

Understanding that the Los Angeles Police Department requires a trusted partner to help monitor and respond to threats detected within its Premier One Computer Aided Dispatch (CAD) infrastructure, Motorola Solutions is proposing the deployment of VMware Carbon Black Defense and Threat Hunter on up to two-hundred and twenty-one (221) assets within the environment.

The proposed solution demonstrates Motorola's flexibility to meet Los Angeles Police Department's goal to implement managed detection and response services on mission critical systems immediately while also considering additional monitoring services in the future. The flexibility and value of our Managed Security Services revolves around our co-managed Security Orchestration, Automation and Response (SOAR) platform known as ActiveEye. ActiveEye will provide Los Angeles Police Department with event data collection, cloud monitoring and endpoint security automation and remediation across a client's application and security stack. The platform has the ability to give complete visibility into the endpoint, network, cloud and SaaS environments, leveraging its machine learning and artificial intelligence to provide a holistic approach to security monitoring. This provides real time activity data to thwart advanced persistent attacks while allowing the platform to analyze attacker's behavior and patterns to stop the attacks that have never been seen before.

Our project, presales, and sales teams stand ready to review and provide technical guidance on our proposed cyber security service.

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ActiveEye Managed Security Services   7-1

7.2 THE ACTIVEEYE PLATFORM

Motorola Solutions ActiveEye platform delivers a co-managed approach to 24/7 security monitoring operations across IT enterprise environments. The benefits of the ActiveEye platform are demonstrated below:

- Included Public Safety Threat Data Feed — Threat reports covering potential attack vectors based on dark web research. Summaries of actual attacks against public safety and state/local municipalities. Indicator data pulled from a large network of deployed public safety sensors and state/local municipality environments.

- Embedded Threat Intelligence — Threat analysts search dark and surface web for intelligence related to attacks against your organization. Identify compromised accounts, phishing attack setups, exposed data, and more specifically related to your organization.

- Integrated Managed Threat Detection & Response — Consolidate SIEM data and direct threat inputs from endpoint security, network sensors, and cloud/SaaS applications. Pre-built custom playbooks to process alerts and reduce/eliminate manual analyst effort.

- Single Dashboard for Threat Visibility — Prioritize based on actual assets in the environment. Asset inventory created manually or automatically with Managed Vulnerability Assessment Service - external and authenticated scans of assets and provides a complete attack surface map

The ActiveEye dashboard can be seen below:
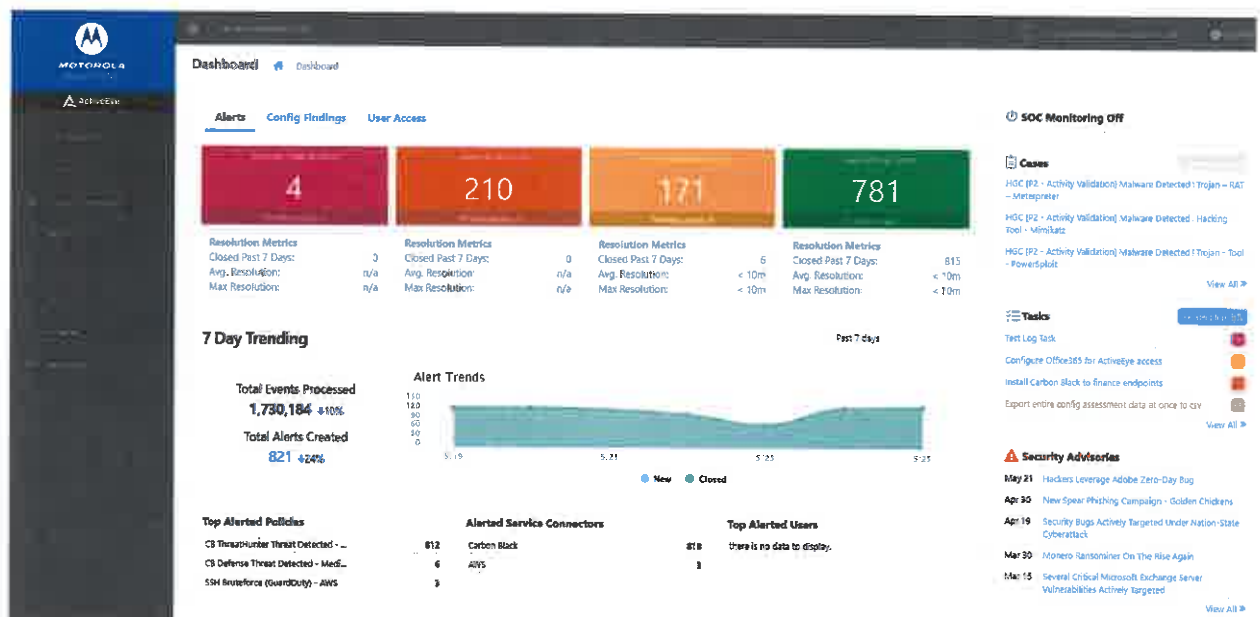
7.2.1 ActiveEye Features and Benefits for LAPD

- Main dashboard displays and aggregates all of the important and relevant risk information from across the organization, helping decision makers to make

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ActiveEye Managed Security Services   7-2

better, informed decisions to balance cybersecurity efforts and operational efficiencies

- Main dashboard provides key performance metrics and indicators that can inform an admin at a glance to the activity that is occurring throughout their environment.

- Create customize ad-hoc reports and notifications for specific areas of interested to a team.

- Complete transparency into the service that Motorola Solutions is providing. The dashboard will provide the key indicators to the number of events that are handled on a daily, weekly, monthly basis and to how those events are handled by the Motorola SOC.

7.3 ACTIVEEYE SOLUTION OVERVIEW

Motorola Solutions ("Motorola") is pleased to present the proposed cyber security services for City of Los Angeles Police (hereinafter referred to as "Customer").

The following cyber security services are included in our proposal:

- **ActiveEye^{SM} Security Management**. The following service modules are included:
  - Endpoint Detection and Response
    - VMware Carbon Black Cloud Endpoint Standard (Defense)
    - VMware Carbon Black Cloud Enterprise EDR (Threat Hunter)
- **Motorola Security Operations Center (SOC) Monitoring and Support**

7.3.1 ActiveEye Services Included

The ActiveEye service modules included in our proposal are selected in the **Subscribed** column below.

Table 1. Service Modules

Service Module	Features Included	Subscribed
Endpoint Detection and Response (EDR)	Carbon Black Defense + Threat Hunter	
	(221) EDR Total Endpoints	X
	Online Storage Period: 30 Day Storage	

The Motorola SOC services included in our proposal are selected in the **Subscribed** column below.

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ActiveEye Managed Security Services   7-3

Table 2. Motorola SOC

Motorola SOC	
Motorola SOC 24x7	X

7.3.2 ActiveEye Services Description

The ActiveEye platform collects and manages security data, optimizing threat detection and increasing focus on the most critical alerts that require quick responses. Built-in analytics examine multiple real-time threat intelligence feeds, reference past events, and follow defined playbooks to automate most analyst actions. Analytics also rank manual investigations, prioritizing those most likely to require remediation.

ActiveEye can integrate a variety of components to gather data, including a security information and event management (SIEM) tool. ActiveEye conveys processed data from these components to the Customer and Motorola in the ActiveEye Managed Security Portal. In addition, ActiveEye Portal displays source data collected from network elements.

Security Orchestration and Automation

As a SOAR platform, ActiveEye orchestrates the flow of data and actions, speeding remediation by automatically performing investigation and response tasks. Using predefined or custom playbooks, ActiveEye handles repetitive and precise tasks in place of human SOC analysts. ActiveEye supports two types of automation:

- Investigation Automation - Using playbooks, ActiveEye can look up threat intelligence, query past data, add recommended action notes to cases, and surface event details to the main investigation screen. Before an analyst views an alert, ActiveEye collects key event data for their review.

- Response Automation - ActiveEye can take response actions defined in playbooks. Actions can include changing alert priority, closing an alert, blacklisting files, removing files from systems, or isolating a host from the network.

This automation gets key event data to SOC analysts sooner, and bypasses manual steps for time-sensitive response tasks. With ActiveEye, SOC analysts can shift their focus to more complex investigation and response tasks.

Log Collection and Archive

Compiling log information from multiple sources makes it easier to manage large volumes of security data. To enable comparison and analysis of data from across the network, ActiveEye normalizes log data and enriches it with data from multiple sources.

ActiveEye also retains the raw log data of every event so analysts can review other event attributes if needed. Past log data is classified into two groups to make it easier to access more recent and relevant data:

- Short Term Storage - Contains security logs for a default period of 30 days, or for custom configured period of up to 90 days. Logs in short term storage are available for simple query, since they are the most likely to be accessed during security incident investigations.

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ActiveEye Managed Security Services   7-4

- Long Term Archive - Stores security logs for a default of 1 year, or for up to 7 years. Long term archives preserve historical data to meet compliance regulations, and to support investigations and threat hunts.

ActiveEye can collect logs from cloud-based services, as well as data centers or on-premises components. Cloud-based services - such as Carbon Black, Crowdstrike, Okta, Office365, and Amazon Web Services - send logs directly to the ActiveEye platform using secure APIs. Log sources in data centers or on Customer's premises will use the ActiveEye Remote Security Sensor to aggregate logs and securely forward them to ActiveEye for analysis and archiving.

Software as a Service Platform

As a cloud service, ActiveEye is quick and simple to deploy, removing the burden of installing, maintaining, and managing an on-premises SIEM. Depending on the log sources that need to be monitored, ActiveEye can replace the need for any separate SIEM component.

ActiveEye access and content are protected by powerful security functions. Users access the platform via a secure web browser using multi-factor authentication. Administrative functions will enable the Customer to manage user access as needed. The platform undergoes regular security audits and has an active SOC 2 Type2 audit certification.

7.3.3   ActiveEye Portal
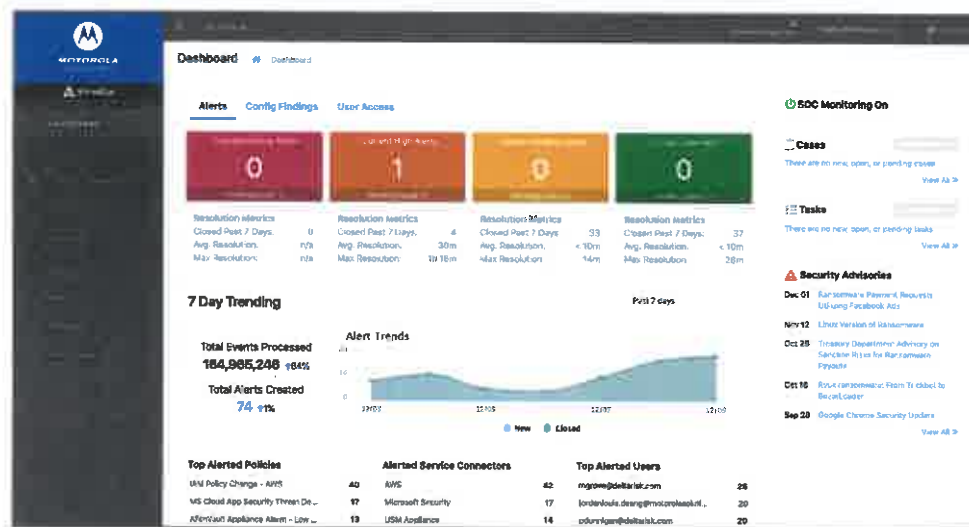
Figure 1. ActiveEye Interface

The ActiveEye Managed Security Portal will synchronize security efforts between the Customer and Motorola. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

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ActiveEye Managed Security Services   7-5

Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard includes open alerts, an overview of alert categories, alert processing key performance indicators (KPI), open security cases, and recent threat advisories. From here, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

Security Cases

When the Customer and Motorola identify a threat, the SOC creates a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases, create new cases, or respond to ongoing cases.

Alert Details and Trends

Alerts are system notifications of unusual activity. These alerts can be evidence of a past, active, or developing threat. If analysts believe alerts are indicative of a threat, they can open security cases based on them.

ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address it. Each alert record also includes a summary of key attributes. From that alert summary, users can access related records for more details. These records include threat intelligence, past event data, related events, and activity logs.

To put alerts into context, ActiveEye Portal provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye Portal's robust ad hoc reporting capabilities enable users to investigate and hunt active threats, and to view historical data sets. Reports provide a simple, consistent view of collected event data. Pre-defined templates organize the data and display the most important attributes of event types. Users can customize these standard reports to display and summarize different attributes when needed. To share information outside of ActiveEye Portal, users can download reports in .csv or .json format. Downloaded reports may contain a maximum of 50,000 rows.

In addition to ad hoc reporting and querying, ActiveEye Portal can provide a monthly report and a daily email summary if needed. The monthly report summarizes important security items for the month, and is available as a PDF download. The daily email summary provides a customized set of statistics from the previous day to a predetermined user list. This summary can include alert counts, security cases opened/closed, saved queries that have new data, and detailed endpoint security statistics. ActiveEye Portal can send one or more summary emails with different content for different groups.

Security Advisories

Security Advisory messages from the SOC share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat, and tell them where they can find further information.

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Information Sharing

To support effective security management, ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify defined contacts of incidents based on incident priority. In addition to automatic security alerts, ActiveEye Portal features other information sharing functions that the Customer and Motorola can access:

- SOC Bulletins - Instructions from the Customer or the SOC that SOC analyst's reference when creating security cases. These can communicate short term situations where a security case may not be needed, such as during testing or maintenance windows.
- Customer Notebook - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.
- Contact Procedures - Escalation procedures and instructions on who to contact that the SOC will consult if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

Together, these functions quickly spread important information to security teams and analysts.

User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

7.3.4   ActiveEye Service Modules

ActiveEye delivers service capability by integrating one or more service modules. With more modules, ActiveEye analytics receive more information to correlate, and a clearer vision of events on Customer's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems.

Service module options are separately licensed components that integrate different aspects of the Customer security and IT infrastructure. Each module integrates direct monitoring or third-party systems into ActiveEye, enabling visibility, orchestration and automation from one platform.

As an option, the Customer can integrate supported components into the ActiveEye service via Service Connectors available from Motorola. Motorola maintains and continually updates a library of Service Connectors.

The following subsections describe the service modules selected in **Table 1.** Service Modules

7.3.4.1   Endpoint Detection and Response

ActiveEye Managed Endpoint Detection and Response (EDR) integrates market leading EDR tools with the ActiveEye Security Management platform to provide additional threat intelligence, automated investigation, and orchestrated response actions to optimize

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protection of critical systems. Endpoints are P1 CAD Servers & workstations (Windows & Linux). Carbon Black Endpoint Detection Response tools are supplied and deployed by Motorola.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform, where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, block list a file, allow list a file, and remove file) on endpoints to respond to detection of verified malicious activity within the Customer's system. Available responses are determined by the Customer's EDR tool and security policies.

The license for the EDR solution may be included with this service if not already procured by the Customer. See **Table 1.** Service Modules for subscription details.

7.3.5   Security Operations Center Monitoring and Support

Motorola's Security Operations Center (SOC) will monitor ActiveEye connected networks, applications and devices for security threats 24/7. Based on their broad security experience, the SOC's analysts will recommend security device configurations that optimize threat detection and implement playbooks to increase focus on the most critical threats.

If a threat investigation requires input from the Customer security contacts, the SOC will create a Security Case and follow predefined escalation procedures for each priority level. If the SOC cannot make contact with the first level, the SOC will escalate as defined. The ActiveEye Portal will enable the Customer to view security cases and event investigation history.

In the event of a potential incident, the SOC will use data available in ActiveEye and access the Customer's system to determine the extent of malicious activity. If needed, the SOC will add more detection policies to the Customer's Service Modules. With the EDR service module, the SOC can take mitigating actions on remote hosts systems based on a pre-approved response plan, or if they determine it to be necessary for a specific case. When needed, the SOC will recommend mitigating actions the Customer can take to address a threat.

The SOC team operates from secure, redundant locations in the United States. The teams can securely operate at remote locations if needed. The teams complete regular training on customer data management and privacy to protect sensitive customer data.

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SECTION 8

ACTIVEEYE STATEMENT OF WORK

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions ("Motorola") Cyber Security services as presented in this proposal to City of Los Angeles Police (hereinafter referred to as "Customer").

In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only.

8.1   DEPLOYMENT TIMELINE AND MLESTONES

To initiate the ActiveEye Security Management service, Motorola and the Customer must perform deployment tasks. Service deployment is broken into the following phases, each with specific deliverables.

Phase 1: Information Exchange

Motorola Responsibilities: Motorola will schedule a service kick-off meeting with Customer's leadership representative(s) and provide information-gathering documents to the customer within one week of contract signature. The kick-off meeting may be conducted either remote or in-person, at the earliest mutually available opportunity.

Customer Responsibilities: The customer must attend the kick-off meeting and complete information gathering documents as quickly and accurately as possible. Failure to do so will delay the accomplishment of future phases.

Phase 2: Infrastructure Readiness

Motorola Responsibilities: Motorola will provide detailed requirements regarding customer infrastructure preparation actions within one week of the kick-off meeting.MSI will review the current CAD network diagram with LAPD.

Customer Responsibilities: The customer must accomplish all infrastructure preparation tasks as quickly as possible. Failure to do so will delay the accomplishment of future phases.

Phase 3: System Buildout and Deployment

Motorola Responsibilities: Motorola will build and provision tools in accordance with the requirements of this proposal, and consistent with information gathered in earlier phases. Motorola will also provide detailed requirements regarding customer deployment actions. Motorola will accomplish these within one-week of the completion of all infrastructure readiness tasks. Motorola will be responsible for the deployment of all tools to any network appliance within the customer's CAD environment primarily supported and maintained by Motorola.

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Customer Responsibilities: The customer must deploy tools to all endpoints in the CAD environment primarily supported and maintained by the customer, in accordance with provided requirements. Failure to do so will delay the accomplishments of future phases.

Phase 4: Monitoring Turn Up

Motorola Responsibilities: Motorola will monitor the service and ensure all in-scope assets are properly forwarding logs or events. Motorola will notify the customer of any exceptions. Motorola will begin monitoring any properly connected in-scope sources after the initial tuning period.

Customer Responsibilities: The customer must ensure appropriate connectivity for all in-scope assets to the service and address any exceptions noted by Motorola. Failure to do so will delay the accomplishment of future phases and will prevent Motorola from monitoring those sources.

Phase 5: Tuning/Report Setup

Motorola Responsibilities: Motorola will conduct initial tuning of the events and alarms in the service, as well as set up initial reports (User Access, Administration Events, and Configuration Findings Reports). Motorola will facilitate the initial engagement with SOC team and the customer to discuss the tuning approach and confirm the configurations requested as well as to develop the incident response process playbooks. Motorola will accomplish this within one-week of the customer's completion of all monitoring turn up responsibilities.

Customer Responsibilities: The Customer must deploy tools to all endpoints in the CAD environment primarily supported and maintained by the customer in accordance with provided requirements.

8.2 ACTIVEEYE SECURITY MANAGEMENT

Motorola will provide 24/7 access to the ActiveEye Security Management platform. Motorola will notify the Customer if access will be affected by scheduled maintenance.

Motorola Responsibilities

- Provide access to the ActiveEye portal for the Customer and any identified, approved users. After initial deployment, the Customer will have self-service access to add/remove/update user access as needed.
- Provide the services subscribed to, as noted in Table 1. Service.
- Install agents on all CAD systems and devices primarily supported and maintained by Motorola.
- Make monthly services implementation and status reports available to the Customer.
- Resolve platform issues and technical errors as documented by the Customer.
- Retain security logs within ActiveEye. Security logs will be retained for the length of time designated by the long-term storage policy selected by the Customer.
- Configure ActiveEye for log sources (from security devices and other high-value assets) per the scope of the subscribed service modules.

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Customer Responsibilities

- Provide reasonable assistance to Motorola to perform the Service, as described in this SOW. This assistance includes, but is not limited to, smart hands assistance with issues that may require physical access to the devices affected by this Service, or virtual assistance with virtual environment issues that require administrative access to devices affected by this Service.
- Provide all technical, license, and service information requested in the implementation documents prior to the commencement of the Service.
- Perform all network and system integrations necessary for ActiveEye Service. This includes providing external connectivity for ActiveEye security components.
- Install agents on all CAD endpoints primarily supported and maintained by the customer, , as required.
- Configure all necessary components of Customer's infrastructure to integrate with ActiveEye.
- Provide the name, email, landline telephone numbers, and mobile telephone number for all shipping, installation, and security Points of Contact (POC)s.
- Manage user access to the ActiveEye portal, creating new user accounts when needed and removing a user's access when it is no longer required.

8.2.1 ActiveEye Service Modules

The following subsections describe the delivery of the service modules selected in **Table 1. Service Modules.**

8.2.1.1 Endpoint Detection and Response

Motorola Responsibilities

- Work with the Customer to integrate ActiveEye Service Connector(s) necessary to monitor and interact with the Customer's Endpoint Detection and Response (EDR) solution.
- Deploy and maintain EDR agents to servers and network devices primarily supported and maintained by Motorola.
- Work with the Customer to establish a mean time to respond to any security event reported by the customer.

Customer Responsibilities

- Deploy and maintain EDR agents to all CAD endpoints primarily supported and maintained by the customer.
- Configure networking infrastructure to allow EDR agents to communicate with centralized server components.
- Configure EDR solution to enable ActiveEye connection for event/alert collection and response actions.

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8.2.2 ActiveEye Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday to Friday from 8am to 7pm CST. Support requests are stored in a ticketing system for accountability and reporting.

Motorola Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye Security Management platform and does not include use or implementation of third-party components.

8.3 ACTIVEEYE SECURITY OPERATIONS CENTER MONITORING AND SUPPORT

Motorola's Security Operations Center (SOC) will provide continuous 24x7 monitoring through automated tools and review by trained security analysts. Motorola will analyze events and notify the Customer in accordance with **Table 2.** Notification Procedures.

Motorola will start monitoring the Service in accordance with Motorola processes and procedures after deployment, as described in Section 8.1.

The SOC receives system-generated alerts 24/7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24/7. Support requests are stored in a ticketing system for accountability and reporting.

8.3.1 Ongoing Services Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process playbooks.
- Attempt to identify, contain, eradicate, and recover from a confirmed compromise.
- Analysis and support to help the Customer determine if the Customer's incident response process playbooks are successful. If unsuccessful, the SOC will initiate the Customer's escalation plans.
- Continuous monitoring, in parallel with analysis, to support incident response.

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Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).

- Ensure that the SOC always has a current network diagram detailing all endpoints and network appliances within the customer's CAD environment.

- Provide a timely response to SOC security incident tickets or investigation questions.

- Provide an established service window in which qualified IT personnel will be able to respond to major event escalations.

- Notify Motorola at least twenty-four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

8.3.2 Service Module Specific SOC Services

With this service, Motorola's SOC will provide specific services for ActiveEye Security Management platform service modules the Customer is subscribed to. In addition, SOC services can be augmented by Advanced Threat Insights.

The following describe these security operations modules.

8.3.2.1 Managed Endpoint Detection and Response

Motorola's SOC will consult with the Customer on the appropriate deployment of the Endpoint Detection and Response (EDR) solution. The SOC will advise, on an ongoing basis, what security policies should be updated to optimize threat detection.

The SOC will consult with Customer to define a response automation plan that outlines the scenarios where the SOC should take automatic response actions on systems within the Customer environment. In cases outside the automatic response scenarios, the SOC will open Security Cases with the Customer with recommended actions and await approval before taking actions.

The SOC will track suspicious files and processes in the Customer environment to report threat trends on what new threats are being discovered vs. previously seen threats.

Motorola Responsibilities

- Provide recommendations on endpoint security policy and configuration to optimize threat identification.

- Maintain, with input from Customer, an automatic response plan for defined endpoint security scenarios or malware types.

- Provide the customer with an after-action report for any security incident which falls outside of a predefined incident response process playbook; summarizing the security incident, and the steps taken in response.

- Confer with the customer within one-week of the recovery of a security incident falling outside of a predefined incident response process playbook to discuss lessons learned and to review or develop an applicable incident response process playbook.

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Customer Responsibilities

Initiate response actions on endpoint solutions when not defined as automatic actions or not available as remote actions on the EDR solution in use.

8.3.3   Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 1. Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any event(s) determined by Motorola to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any event(s) determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 2. Notification Procedures.

8.3.3.1   ActiveEye Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 2. Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

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8.3.3.2   Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection after consulting the customer.

8.3.3.3   Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed properly deployed and configured, and starts receiving data. During the tuning period, Motorola may make recommendations to the Customer to adjust the configurations of their installed software so that Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will make best efforts to provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

8.3.4   Limitations and Exclusion

This proposal excludes any incident response support actions outside those outlined within this SOW, such as those that require Motorola personnel to directly access Customer devices, travel, deploy new tools, or direct specific actions. These services may be obtained from Motorola through a separate proposal.

8.4   ACTIVEEYE LIMITATIONS & CLARIFICATIONS

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this proposal. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices.

Customer and Third Party Information

The Customer understands and agrees that Motorola may obtain, use and/or create and use anonymized, aggregated and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long not specifically identifying the Customer, Customer Data shall not include, and

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Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used learned or developed in the course of providing services.

SECTION 9

ACTIVEEYE PRICING

9.1 ACTIVEEYE PRICING SUMMARY

Motorola pricing is based on the services presented. The addition or deletion of any component(s) may subject the total solution price to modifications.

The following table describes annual recurring payments for managed security services:

Product Description	Service Setup Cost (One-time Fee)	Annual Service Cost
Motorola SOC-as-a-Service ActiveEye℠ Monitoring – Year 1	$4,228.00	$50,742.00
Initial Subscription Period Year 1 (Due at Signing):		$54,970.00

Initial Subscription Period after Year 1:

Description	Price
Subscription Period - Year 2	$52,264.26
Subscription Period - Year 3	$53,832.18
Subscription Period - Year 4	$55,447.15
Subscription Period- Year 5	$57,110.57
Subscription Period - Year 6	$58,823.89

9.2 ACTIVEEYE PAYMENT SCHEDULE & TERMS

Period of Performance

The initial subscription period of the contract will extend five (5) years from the Commencement Date of Service, defined as the date data is available for analysis, or not later than thirty (30) days after Motorola provides the Customer with necessary hardware or software to connect the first data source.

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Term

The Term of the contract begins on the Commencement Date of Service and remains in effect until the expiration of the initial period so specified. Upon expiration of the initial term, the Service will automatically renew for additional periods of one (1) year unless one Party provides the other written notice that it is terminating such Service not less than sixty (60) days prior to the end of the Term then in effect.

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SECTION 10

P1 CAD/RECORDS HARDWARE REFRESH

10.1 OVERVIEW

Under this contract, LAPD will receive one (1) hardware refresh year three of the contract. The refresh/upgrade will encompass all PremierOne applications in production use at the time of the refresh, including the disaster recovery (DR) solution. Due to the PremierOne Records implementation project, the timing of the hardware refresh will be mutually agreed to. Your current PremierOne CAD equipment is supported through 2023. The new hardware solution will be supported for a period of five years.

10.2 HARDWARE REFRESH/REPLACEMENT STATEMENT OF WORK

10.2.1 General Information

This document describes the scope of work involved in upgrading Customers existing PremierOne system hardware.

This document includes the principal activities and responsibilities of the Customer and Motorola Solutions (Motorola). Deviations and changes to this statement of work

("SOW") are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. All the Motorola Solutions tasks described herein will be performed remotely except for the installation of contracted hardware as described in this SOW.

Nothing in this Statement of Work is meant to supersede, replace or amend the terms and conditions stated in the Motorola Solutions Inc. Maintenance and Support agreement.

10.2.2 Upgrade Considerations

The scope of work described herein is based on the following considerations:

1. All upgrade activities will be coordinated and scheduled to occur at times that are mutually agreeable to the Customer and Motorola. Scheduling of upgrade events will be completed at a minimum of 30 business days prior to the commencement of upgrade activities.

2. The upgrade will be conducted during off hours. Date and time will be agreed to by customer and MSI. Customer will provide Motorola with remote and physical access to systems and sites as may be required to enable Motorola to complete its tasks.

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3. All parties recognize that the SOW is not necessarily formatted chronologically with contractual obligations defaulting to the project schedule.

4. Only those interfaces covered under the terms of the Maintenance and Support Agreement will be validated and or modified to ensure operational use with the upgraded PremierOne System. Supported interface functionality is that which is described in the original interface specification document.

5. Prior to cutover, there may be periods of time during which interface functionality will not be available for production operations while testing is conducted.

6. Customer should be prepared to go to "manual operation" mode during the periods of time when operations are moving from the existing system to the upgraded system.

7. In the event modifications to 3rd party systems to which PremierOne interfaces are required to maintain or enhance interface functionality, Customer is responsible for engaging and/or contracting with the 3rd party and any associated costs associated to effect such changes.

8. Unless otherwise stated, Motorola tasks are considered complete upon Motorola finishing the final task listed in a series of tasks.

10.2.3   Kickoff Teleconference

In order to finalize the project schedules and procedures, the upgrade event will be initiated with a kickoff teleconference that includes key Customer and Motorola project participants.

The objectives of this task are:

*   To introduce all project participants.

*   Review roles of key participants.

*   Review overall upgrade scope and objectives.

*   Review the list of existing interfaces.

*   Discuss client upgrade procedures and coordination.

*   Review resource and scheduling requirements.

*   Review a draft project schedule with Customer.

*   Review operational readiness and resumption of use criteria.

Motorola Responsibilities

1. Assign a Project Manager that will direct Motorola's efforts and serve as the primary point of contact for the Customer.

2. Arrange and manage CJIS Security remote access for MSI team

3. Schedule and facilitate the kickoff teleconference.

4. Discuss any new security, provisioning, functional and or GIS requirements, as applicable.

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5. Maintain project communications with the Customer's project manager.

6. Manage the efforts of Motorola project team and coordinate Motorola activities with the Customer's project team members.

7. Coordinate and oversee the installation of required hardware and all licensed Motorola application software.

Customer Responsibilities

1. Designate a project manager who will direct Customer's efforts and serve as the primary point of contact for the Motorola Project Manager.

2. Provide support for CJIS Security remote access

3. Provide input to the project schedule dates.

4. Identify the efforts required of Customer staff and assign resources to fulfill Customer's task described in this SOW.

5. Coordinate with and managed partner and or governmental agencies, Customer's vendors, contractors and common carriers, as applicable.

6. Provide all network infrastructures. Motorola makes no provision for cabling or capital improvements to the installation environment and power consumption considerations that may be required to support the PremierOne solution.

7. Maintain responsibility for connectivity to all external systems.

8. Act as liaison with all user agencies and other outside agencies, organizations and 3rd party vendors, if/as necessary.

Completion Criteria

This task is considered complete upon conclusion of the Upgrade Kickoff Teleconference.

10.2.4   PremierOne Hardware Replacement

The objective of this task is to conduct activities required for the upgrade of the PremierOne hardware. Motorola will procure and deliver the contracted system hardware to the primary Customer site. Motorola will upgrade LAPD to the latest possible version at the time of the upgrade.

The new system equipment will be installed at the site where it will be tested and made available to the Customer. Upon acknowledgement that testing has been completed, users will transition to the upgraded production system.

Motorola Responsibilities

1. Order contracted hardware components.

2. Stage system at Motorola facility unless other arrangements have been mutually agreed to.

3. Ship system to Customer site.

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4. Travel to Customer site to perform hardware installation tasks.

5. Backup and restore production database from existing system.

6. Integrate and configure server and hardware components.

7. Load the software integrated and configured server hardware.

8. Validate availability of newly installed hardware components

Customer Responsibilities

1. Receive and securely store hardware components.

2. Provide Motorola resource with access to the physical system hardware installation location.

3. Provide and make available remote connectivity and access to 3rd party systems for initial testing of environment.

4. The Customer will ensure all firmware and BIOS on all Customer provided hardware are at a currently supported level.

10.2.4.1 Disaster Recovery System

Following the completion of hardware upgrade activities and prior to resuming production use, Motorola will coordinate a fail over and restore demonstration.

Motorola Responsibilities

1. Synchronize the primary and disaster recovery systems.

2. Verify failover and restore connectivity.

3. Work with Customer to initiate the failover and restore processes.

Customer Responsibilities

1. Coordinate the transition from the existing production system to the Disaster Recovery system.

2. Initiate Failover and restore process.

10.2.4.2 Resume Production Operation

Upon completion of upgrade activities, Customer will resume production use of the PremierOne system.

Motorola Responsibilities

1. Assist Customer in developing a plan to resume production operation.

2. Perform final backup and transfer applicable database(s) to new system.

3. Test system and subsystem interfaces with production connections to validate operation in accordance with the original interface specifications.

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4. Verify readiness for resumption of records production use.

5. Provide remote support to Customer following the resumption of production operations of the upgraded records functionality. Support is provided during regular business hours on the day of the upgrade and for two days following the upgrade.

Customer Responsibilities

1. Provide and make available (during business hours, 8:00am to 5:00pm) the appropriate lines for production testing of interfaces.

2. Acknowledge system readiness for production cutover.

3. Facilitate the transition of production operations to the upgraded primary system.

4. Engage Motorola's assigned resource during regular business hours with non-critical issues; feature/function use questions, training questions, provisioning questions, non-critical severity software anomalies.

5. Engage Motorola Customer Support for all critical issues in accordance with the terms and conditions of support.

Critical issues that prevent the use of a module or disable system operation will be addressed via Motorola Customer Support in accordance with the terms and conditions of support.

10.2.4.3   Upgrade Completion

Completion of the upgrade is acknowledged upon resuming production operation of the upgraded system.

10.3   PRICING

Pricing Summary

Product	Grand Total
Hardware Replacement/ Refresh	$1,472,124
Subtotal Optional Support Services	$1,472,124
9.50% Tax	$139,852
Grand Total	**$1,611,976**

SUA, MOSCAD, Active Eye, Hardware Refresh

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Section 11

PROPOSAL PRICING SUMMARY

11.1 Services Upgrade Agreement (SUA) + Support Services ONLY Pricing Summary

	Year 1 Sept 1, 2021 – May 31, 2022	Year 2 June 1, 2022 – May 31, 2023	Year 3 June 1, 2023 – May 31, 2024	Year 4 June 1, 2024 – May 31, 2025	Year 5 June 1, 20256 – May 31, 2026	Year 6 June 1, 2026 – May 31, 2027	Year 7 June 1, 2027 – August 31, 2027	Total
Advance + Security Monitoring	$792,513	$1,665,762*	$1,948,573*	$2,076,394*	$2,209,309*	$1,565,104*	$782,552	$11,040,207
NICE - Gold	$345,122	$473,967	$656,049	$674,100	$692,694	$711,846	$115,040	$3,668,818
NICE – SUA	$257,543	$364,495	$516,826	$543,598	$570,754	$598,299	$85,848	$2,937,363
SUA	$402,985	$734,238	$1,121,283	$1,174,603	$1,228,412	$1,283,061	$134,328	$6,078,910
Contract Price:								**$23,725,298**

* UASI will pay for $1,000,000 for Year 3 of Advance+ Security Monitoring. In years 4 – 6, a proposed $1,000,000 of UASI funding each year may be used for payment of the Advance + Security Monitoring. See Combined Pricing table in Section 11.6.

11.2 Maintenance being paid for off Amendment 19 (Proposal PS-000126487-1)

* Both Amendment 19 (Proposal **PS-000126487-1**) and Amendment 20 (Proposal **PS-000126487**) need to be purchased for a complete SUA contract.

** Executed change order will be required on Amendment 19 to align the time periods of Amendment 19 with the time periods of Amendment 21 shown below.

	Year 1 (September 1, 2021 – May 31, 2022)**	Year 2 (June 1, 2022 – May 31, 2023)**
Advance	$771,986.85	$1,665,762
SUA	$0	$734,238
Total:	$771,986.85	$2,400,000
Contract Price:		$3,171,986.85
Contract Price without Amendment 19 Services		$20,553,308.20

11.3   MOSCAD-ONLY PRICING SUMMARY

Description	Price (USD)
Equipment	
- Master Site Configuration License - Uploader Software license for APM - Adv. Power Monitor - Antenna Line Coupler - Receive Systems Monitor - Advanced Site Manager - Bus Breaker Panel - Inverter - 24-Port Switch - Juniper Firewall Appliance - Spares	$532,552
Equipment Discount (LA County Contract)	($41,796)
Equipment Total	**$490,756**
Project Services	
- Design Services - On Site Staging - Post Sale Engineering Services - Systems Technologist Integration Support - Installation - ATP System Testing - 1 Year Warranty	$1,580,018
- Training (2 sessions)	**$46,618**
Project Services Total	**$1,656,648**
Infrastructure Response Services	
- 5 Year Infrastructure Response Services including: - On-Site 24x7x365 Response - Network Monitoring - Professional Implementation Services	$65,220
Project Services Total	**$65,220**
Estimated Tax on Equipment (9.5%)	$46,622
Project Total	**$2,229,234**

11.4   ACTIVEEYE ONLY PRICING SUMMARY

Product Description	Service Setup Cost (One-time Fee)	Annual Service Cost
Motorola SOC-as-a-Service ActiveEye[SM] Monitoring – Year 1	$4,228.00	$50,742.00
Initial Subscription Period Year 1 (Due at Signing):		$54,970.00

Initial Subscription Period after Year 1:

Description	Price
Subscription Period - Year 2	$52,264.26
Subscription Period - Year 3	$53,832.18
Subscription Period - Year 4	$55,447.15
Subscription Period- Year 5	$57,110.57
Subscription Period - Year 6	$58,823.89
Six Year Total:	**$332,448.05**

11.5   HARDWARE REFRESH

Product	Grand Total Year 3
Hardware Replacement/ Refresh	$1,472,124
Subtotal Optional Support Services	$1,472,124
9.50% Tax	$139,852
Grand Total	**$1,611,976**

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Proposal Pricing Summary   11-19

11.6   COMBINED PRICING SUMMARY

Description	Price (USD)
SUA, MOSCAD and ACTIVEEYE SUMMARY (if purchased separately)	
SUA (Without Amendment 19 Services)	**$20,553,308.20**
MOSCAD	**$2,229,234**
ACTIVEEYE	**$332,448.05**
HARDWARE REFRESH	**$1,611,976**
TOTAL:	**$24,726,966.25**
SYSTEM INCENTIVE (when purchased together)	($4,292,992.25)
Total Price for SUA, MOSCAD, ACTIVEEYE and HARDWARE REFRESH (Tax Included)	**$20,433,974**

Annual Combined Pricing

Annuals**	Year 1 (9/1/2021-5/31/2022)	Year 2 (6/1/2022-5/31/2023)	Year 3 (6/1/2023-5/31/2024)	Year 4 (6/1/2024-5/31/2025)	Year 5 (6/1/2025-5/31/2026)	Year 6 (6/1/2026-5/31/2027)	Year 7 (6/1/2027-8/31/2027)	Total
Advanced + Security Monitoring – General Fund	Paid for by Amendment 19	Paid for by Amendment 19	$746,753	$790,480	$835,205	$410,820.00	$470,274.00	$3,253,532
Advanced + Security Monitoring – UASI Grant Funds*	Paid for by Amendment 19	Paid for by Amendment 19	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$-	$4,000,000
SUA, MOSCAD and ActiveEye	$1,506,302.25	$1,629,570.50	$1,185,131.00	$1,757,634.25	$1,903,179.00	$2,523,594.25	$525,676.75	$11,031,089
Hardware Refresh	$1,611,976	$-	$-	$-	$-	$-	$-	$1,611,975
MOSCAD Equipment	$537,378	$-	$-	$-	$-	$-	$-	$537,378
Total	$3,655,656.25	$1,629,570.50	$2,931,884.00	$3,548,114.25	$3,738,384.00	$3,934,414.25	$995,950.75	
						Project Total with tax		$20,433,974

The total price of Advanced + Security Monitoring will be paid with both General Funds and UASI Grand Funds. This is the proposed UASI grant funds to be used for the payment of Advanced+ Security Monitoring.

** This pricing and system discounts are contingent on all products and services being purchased together as one order. Pricing for all equipment and services in this proposal is not valid when purchased separately. Any requested breakout of equipment or services into a separate purchase or changes in scope by the City will require a pricing refresh.

Payment Terms:

- Motorola will invoice annually in advance of each year of the plan. 100% of the MOSCAD equipment will be invoiced upon shipment (as shipped).

SECTION 12
CONTRACTUAL DOCUMENTATION

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____
("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

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Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

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"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

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"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1.   SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.   CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3.   TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4.   ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of

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the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5.   MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6.   NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7.   SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8.   OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

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Section 4 SERVICES

4.1.   If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2.   During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document.   Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3.   PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4.   Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5.   TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time

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without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6.   COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7.   CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8.   ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9.   NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10.   PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11.   ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

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Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2.   CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3.   INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4.   FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5.   INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____

Address:_____

Phone:_____

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E-INVOICE. To receive invoices via email:

Customer Account Number:_____

Customer Accounts Payable Email:_____

Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____

Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____

Address:_____

Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1.   ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2.   SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

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7.3.   SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8   TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9   SYSTEM ACCEPTANCE

9.1.   COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2.   SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3.   BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4.   FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When

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Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1.   SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2.   EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3.   SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.4.   EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5.   SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain

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recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6.   WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7.   ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8.   DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1.   FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2.   PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

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Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1.   GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2.   NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3.   MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4.   LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5.   CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1.   DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer

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is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2.   FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

13.3.   Upon termination of contract, all costs for services rendered and equipment delivered will become immediately due.

Section 14   INDEMNIFICATION

14.1.   GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2.   GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3.   PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to

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Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement.   In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4.   This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR

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CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16   CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1.   CONFIDENTIAL INFORMATION.

16.1.1.   Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3.   All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

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16.2.   PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3   VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4   DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17   GENERAL

17.1.   TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except

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as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2.   ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3.   WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4.   SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5.   INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6.   HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7.   NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8.   COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the

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installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9   FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10.   AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11.   ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12.   SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13.   ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In

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addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.   Customer

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

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For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1   "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

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1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3   GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable

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Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4   LIMITATIONS ON USE

4.1.   Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2.   Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3.   Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

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4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6   LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1.   Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2   Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option,

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Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3.   Warranty claims are described in the Primary Agreement.

6.4.   The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7   TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8   TERM AND TERMINATION

8.1   Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2   Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3   Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-

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embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9   Commercial Computer Software

9.1 This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2   If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10   CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11   LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12   NOTICES

Notices are described in the Primary Agreement.

Section 13   GENERAL

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13.1.   COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.   COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4.   ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5.   GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6.   THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7.   SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8.   ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

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13.9.   SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- Year One Invoice will be due September 1st, 2022 and billed annually in arrears each September.

- 100% of the MOSCAD equipment will be invoiced upon shipment (as shipped).

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened.   The hourly rates per resource type and level are listed in Table 1.

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These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative: Motorola Representative:

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

FINAL PROJECT ACCEPTANCE:

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Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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CYBER ADDENDUM

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services,(ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("Retainer Services") (all collectively herein, "Services").

Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1.   "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "Customer Data" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.4 "Motorola Data" means data owned or licensed by Motorola.

2.5 "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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2.6   "Service Use Data" means data generated by Customer's use of the Services or by Motorola's support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 "Statement(s) of Work" or "SOW(s)" as used in this Addendum means a statement of work, ordering document, accepted proposal, or other agreed upon engagement document issued under or subject to this Addendum. Mutually agreed upon SOWs may be attached hereto as Exhibit(s) A-1, A-2, A-3, etc., and/or are respectively incorporated by reference, each of which will be governed by the terms and conditions of this Addendum. Statements of Work may set out certain "Deliverables," which include all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under a SOW and this Addendum. The Deliverables, if any, are more fully described in the Statements of Work.

2.8 "Third-Party Data" means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

Section 3.   LICENSE, DATA AND SERVICE CONDITIONS

3.1 Delivery of Cyber Services

3.1.1   All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work ("SOW"). Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola's performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2   Subscription Services. Delivery of subscription services will occur upon Customer's receipt of credentials required for access to the Services or upon Motorola otherwise providing access to the Services platform.

3.1.3   To the extent Customer purchases equipment from Motorola ("Supplied Equipment"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, "Motorola Materials"). The Services, Motorola Data,

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Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or deliverables, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Services and associated deliverables solely for Customer's internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services ("Customer-Provided Equipment"), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

3.5 Processing Customer Data.

3.5.1.   Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Addendum, along with any related documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

3.5.2   Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

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3.5.3   Sub-processors and Third-Party Providers. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4   Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6   Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

3.7.   Data Retention and Deletion. Except as expressly provided otherwise, Motorola will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination of this Addendum. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed agreement.

3.8.   Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than

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Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

3.9   Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

3.10   Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

3.11   Beta or Proof of Concept Services. If Motorola makes any beta version of its Services ("Beta Service") available to Customer, or provides Customer a trial period or proof of concept period (or other demonstration) of the Services at reduced or no charge ("Proof of Concept" or "POC" Service), Customer may choose to use such Beta or POC Service at its own discretion, provided, however, that Customer will use the Beta or POC Service solely for purposes of Customer's evaluation of such Beta or POC Service, and for no other purpose. Customer acknowledges and agrees that all Beta or POC Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta or POC Service, in its sole discretion, and Motorola may discontinue any Beta or POC Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies. Notwithstanding any other provision of this Agreement, to the extent a future paid Service has been agreed upon subject to and

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contingent on the Customer's evaluation of a Proof of Concept Service, Customer may cancel such future paid Service as specified in the SOW or, if not specified, within a reasonable time before the paid Service is initiated.

Section 4. WARRANTY

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2.	Customer acknowledges, understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

4.3.	Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4.	Pass-Through Warranties. Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola; provided, however, that to the extent offered by third-party software, hardware or services providers and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

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Section 5 LIMITATION OF LIABILITY

5.1.   DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5.2.   DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3.   ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE

THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4.   Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5.   Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to perform Services that may involve assessment, evaluation or monitoring of Motorola's or its affiliate's services, systems or products.

5.6.   Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7.   Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

In witness whereof, the Parties hereto have executed this Addendum as of the Effective Date.

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MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1   PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2   START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3   AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

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3.1.4   TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5   EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6   ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7   MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8   EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9   EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10   INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11   EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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3.1.12   TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13   CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1   The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2   The term of this Addendum is _____ years, commencing on _____, 201_. The Lifecycle Management Price for the ___ years of services is $_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3   The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4   Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5   The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

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3.2.6   In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7   The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8   If Customer terminates this contractual commitment before the end of the six (6) year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of payments related to the six (6) year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

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4.2 INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

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SECTION 13

OUR COMMITMENT

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.

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