0150-10464-0006

T R A N S M I T T A L

TO The Council	DATE 06/09/2022	COUNCIL FILE NO. --
FROM The Mayor		COUNCIL DISTRICT Various

Proposed agreement with Motorola Solutions, Inc., and the Los Angeles Police Department for the implementation of a Records Management System

The proposed agreement between the Los Angeles Police Department and Motorola Solutions, Inc., is transmitted for further processing. After receipt, the Council has 60 days to act, otherwise the matter will be deemed approved, pursuant to Los Angeles Administrative Code Section 10.5(a). See the attached City Administrative Officer report.
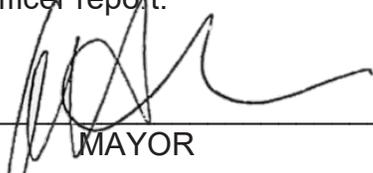
_____
MAYOR

(Andre Herndon for)

MWS:DP: 04220150c

CAO 649-d

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

To: The Mayor	Date: 06-08-22	C.D. No. Various	CAO File No.: 0150-10464-0006

Contracting Department/Bureau: Los Angeles Police Department	Contact: James Aceron (213) 486-0112

Reference: Transmittal from the Board of Police Commissioners to the Office of the Mayor dated May 11, 2022; referred by the Mayor to the City Administrative Officer on May 13, 2022.

Purpose of Contract: To provide a secure and compliant law enforcement records management system.

Type of Contract: (X) New contract ( ) Amendment, Contract No.	Contract Term Dates: Five years from the date of execution

Contract/Amendment Amount: $13,772,614

Proposed amount $ 13,772,614 + Prior award(s) $ 0 = Total $ 13,772,614

Source of funds: Funds are available within the 006010 Office and Administrative Account Fund 100 Dept 70

Name of Contractor: Motorola Solutions, Inc., a Delaware corporation

Address: 500 West Monroe Street, Chicago, Illinois 60661

	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: 4.4 %				14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the Los Angeles Police Department to execute the proposed agreement with Motorola Solutions, Inc., for records management system solution upgrades. The term of the agreement is five years from the date of execution, with a maximum allowable compensation amount not to exceed $13,772,614, subject to the review and approval of the City Attorney as to form.

SUMMARY

In accordance with Executive Directive No. 3, the Los Angeles Police Department (Department) requests approval of the proposed agreement with Motorola Solutions, Inc. (Contractor) for a new Records Management System (RMS) through the purchase of Motorola's PremierOne Mobile and Records software. The term of the agreement is five years from the date of execution, with a maximum allowable compensation amount not to exceed $13,772,614.

The Department requires a modern and secure RMS to provide law enforcement services and comply with federal, state, and local reporting requirements. Currently, the Department's operational data and records management system utilizes multiple outdated legacy mainframe-hosted databases that are

DP Analyst 04220150		City Administrative Officer	

CAO 661 Rev. 04/2019

not capable of synchronization. The proposed agreement would upgrade and integrate the existing Computer-Aided Dispatch (CAD) system into a new RMS solution that creates a workflow once the incident reported from start to completion. The PremierOne Records provides the same functionality to officers using a Records Mobile Client in the field as with records accessed through a desktop at the station. In addition, the new software will allow the Department to implement and comply with the updated Federal Bureau of Investigation (FBI) crime reporting standards at the State and national level. As of January 2021, the FBI transitioned to the National Incident-Based Reporting System, which the California Department of Justice also adopted in implementing an enhanced reporting criteria. The new RMS is required to comply with the new reporting standards and report on crime statistical data with transparency.

The Contractor has experience in providing a RMS to large complex law enforcement entities and is familiar with the Department's existing systems and processes through a separate agreement for the installation and maintenance of the CAD system. Therefore, the proposed agreement would be operationally and financially advantageous to allow for a seamless transition and upgrade of mainframe applications and systems. Under the terms of the proposed agreement, the Contractor shall provide a secure, modern, and compliant law enforcement RMS that meets the functional and technical requirements described in Attachment B – Statement of Work. The Contractor agrees to comply and sign a Confidentiality Agreement. The City will be the sole and exclusive owner of all data and information provided to the Contractor. The Contractor also agrees to comply with the FBI's Criminal Justice Information Systems Security Policy incorporated as Attachment C.

On October 22, 2015, the Department issued a Request for Proposals for a RMS and selected a prior vendor. On March 3, 2017, the Department entered into a three-year agreement with the vendor for the replacement of its existing law enforcement records system. After the Fourth Amendment extended the term through September 2021, the Department determined that the vendor was unable to meet the agreement's deliverables and provide a satisfactory product. Therefore, at the advice of the City Attorney, the City terminated the agreement without any financial impact. The Department has encumbered the budgeted funds initially appropriated for this purpose totaling approximately $6.7 million. The Department will utilize funds within its 003040 Contractual Services Account for the remaining costs.

In accordance with Charter Section 1022, the Personnel Department determined that City employees do have the expertise to perform the work proposed. However, the work is of limited duration which would result in the layoff of staff, and the current work assignments exceed staffing availability. Therefore, this Office finds that given the temporary nature of the proposed work and limited staff, the services performed can be done more feasibly by a contractor than by City employees. A Notice of Intent to Contract was submitted to the Employee Relations Division on May 2, 2022.

Per review and approval by the City Attorney, and in accordance with Charter Section 372 - Competitive Proposals Preferred, the competitive bidding process is not practicable and compatible with the City's interests. In addition, the proposed services are for the performance of professional, scientific, expert and technical services for which the contracting authority finds that competitive bidding is not practicable or advantageous, as stated in Charter Section 371(e)(2).

The proposed agreement is in compliance with Ordinance 187134, which incorporates the updated Standard Provisions that includes 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 City contracting requirements.

FISCAL IMPACT STATEMENT

Approval of the recommendation stated in this report will authorize the Los Angeles Police Department (Department) to enter into an agreement with Motorola Solutions, Inc., for records management system solution upgrades. The term of the agreement is five years with a maximum allowable compensation not to exceed $13,772,614 over the five-year term. The Department has encumbered $6.7 million in funding previously appropriated for this purpose. The remaining funds are provided within the Department's 2022-23 Adopted Budget, 003040 Contractual Services Account. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendation stated in this report is in compliance with the City's Financial Policies in that one-time revenues will be used to support one-time expenditures.

MWS:DP:04220150c

Attachment

LOS ANGELES POLICE COMMISSION

**BOARD OF
POLICE COMMISSIONERS**

WILLIAM J. BRIGGS, II
PRESIDENT

EILEEN M. DECKER
VICE PRESIDENT

DALE BONNER
MARIA LOU CALANCHE
STEVE SOBOROFF

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II

ERIC GARCETTI
MAYOR

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

MARK P. SMITH
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

May 11, 2022

BPC #22-093

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND MOTOROLA
       SOLUTIONS, INC. FOR PREMIERONE MOBILE.

At the regular meeting of the Board of Police Commissioners held Tuesday, May 10, 2022 the Board
APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

Maria Silva

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

May 6, 2022
3.5

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF AGREEMENT BETWEEN THE CITY OF
LOS ANGELES AND MOTOROLA SOLUTIONS, INC. FOR PREMIERONE
MOBILE AND RECORDS

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached
   sole source Agreement between the City and Motorola Solutions, Inc.

2. That the Board TRANSMIT the sole source Agreement to the Office of the Mayor for
   review, approval, and transmission to the City Council.

3. That the Board AUTHORIZE the Chief of Police to execute the sole source Agreement upon
   Mayoral approval.

DISCUSSION

The Los Angeles Police Department (LAPD or Department) is modernizing its operational data
and records management systems (RMS). Currently, investigative information is scattered
throughout dozens of disparate, unconnected databases that cannot directly communicate with
one another. Many of these systems were created decades ago and have not received a
technological upgrade since they were implemented, leaving them unserviceable and
vulnerable to catastrophic failure. As a result, and partly due to changes in the Federal Bureau of
Investigation (FBI) crime reporting standards, the Department is no longer compliant with
national and state crime reporting requirements.

The Department is seeking procurement of the Motorola Solutions, Inc. PremierOne Records
software suite to implement a modern RMS that is fully compliant with crime reporting
requirements. This is an additional module of the Department's computer-aided dispatch system
that is currently in use.

The City of Los Angeles no longer employs personnel qualified to maintain LAPD's legacy
mainframe-hosted records and evidence management systems. Therefore, it is critical to the
operations of the Department to replace these legacy systems with an RMS solution such as
Motorola's PremierOne Records. If there were to be an unforeseen outage of one of the
mainframe applications in the LAPD today, there is no technical support to fix the failure.

Motorola offers the technical expertise, proven capability, unique experience, and familiarity
with LAPD's strategic goals based on previously installing and maintaining the Department's

PremierOne Computer-Aided Dispatch system (CAD). Motorola's PremierOne Records includes an upgraded CAD integration that seamlessly allows the RMS reporting workflow to begin with the creation of the call for service, thus keeping RMS records in one system from incident creation to completion.

PremierOne Records will allow the Department to sunset its mainframe applications and mitigate the risk of a catastrophic failure. A swift and streamlined RMS integration will also eliminate the reliance on outdated mainframe applications, thereby reducing the City's financial burden of $3.5 million per year owed to the California Department of Technology, which is currently hosting the outdated mainframe programs.

The justification for this non-competitive procurement is based solely on the best interests of the Department and the City of Los Angeles. The Department believes it to be operationally and financially advantageous to approve this sole-source agreement with Motorola Solutions, Inc., and such action will be consistent with all state and local procurement regulations.

The total compensation for the Agreement is Thirteen Million Seven Hundred Seventy-Two Thousand Six Hundred Fourteen Dollars ($13,772,614.00), including state and local taxes, for a five-year term.

Should you have any questions concerning this request, please contact Police Administrator II Thom Brennan, Commanding Officer, Fiscal Group, at (213) 486-8590.

Respectfully,

MICHEL R. MOORE
Chief of Police

BOARD OF POLICE COMMISSIONERS
Approved May 10, 2022
Secretary Rebecca Munoz

Attachment

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: MOTOROLA SOLUTIONS, INC.

REGARDING: PREMIERONE MOBILE AND RECORDS

Agreement Number _____

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
MOTOROLA SOLUTIONS, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or the "Department"), and Motorola Solutions, Inc., a Delaware Corporation (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, LAPD's current operational data and records management system is outdated and can no longer be supported by City staff; and

WHEREAS, LAPD investigative information is scattered throughout dozens of disparate, unconnected databases that cannot directly communicate with one another; and

WHEREAS, LAPD requires a modern and secure records management system in order to provide law enforcement services and comply with new federal, state, and local reporting requirements; and

WHEREAS, LAPD's attempts to implement an updated records management system via a previously conducted request for proposals process have been unsuccessful; and

WHEREAS, LAPD requires urgent action to implement a functioning and stable records management system that will also allow LAPD meet its reporting requirements as well as provide critical services to the City; and

WHEREAS, Contractor has successfully provided records management systems to large and complex law enforcement entities through Contractor's PremierOne systems; and

WHEREAS, Contractor has familiarity with LAPD systems and processes including through LAPD's current usage of Contractor's PremierOne Computer-Aided Dispatch (CAD) system; and

WHEREAS, the Los Angeles Port Police currently uses Contractor's PremierOne Records system; and

WHEREAS, Contractor's PremierOne Records software suite is fully compliant with the Federal Bureau of Investigation's crime reporting requirements; and

WHEREAS, competitive bidding under Charter Section 371 is not required because the Agreement is for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character; and

WHEREAS, performing an additional competitive proposal process under Charter Section 372 is not reasonably practicable or compatible with the City's interests; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.

B. Contractor – Motorola Solutions, Inc., a Delaware corporation, having its principal office at 500 W. Monroe Street, Chicago, Illinois 60661.

1.2 Representatives of the Parties

A. The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1) The City's representative is, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

> Commanding Officer
> Information Technology Bureau
> Los Angeles Police Department
> 100 West First Street, Suite 842
> Los Angeles, California 90012

2) The Contractor's representative is, unless otherwise stated in the Agreement:

> Joe Warner, Senior Account Executive
> Motorola Solutions, Inc.
> 725 South Figueroa, Suite 1855
> Los Angeles, CA 90017
> 312-204-9300
> joseph.warner@motorolasolutions.com

B. Formal notices, demands, and communications to be given hereunder by either party must be made in writing and may be affected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) working days of said change.

SECTION 2.0
TERM OF THE AGREEMENT

2.1   Term of the Agreement

The term of this Agreement will commence upon execution by all parties and will terminate five (5) years thereafter, unless otherwise terminated pursuant to PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 10/21) [v.4] attached hereto as Attachment A, with the exception of PSC-9(B)(6), the language of which is instead replaced with the following:

> In the event City terminates this Agreement as provided in this section due to Contractor's default or breach of this Agreement, City may procure, upon such terms and in the manner as City may deem appropriate, services substantially similar in scope and level of effort to those so terminated, and Contractor shall

be liable to City for all of its reasonable costs and damages, including, but not limited to, any reasonable excess costs for such services.

Performance will not begin until the Contractor has obtained approval of insurance and has an approved Agreement with the City as required herein.

2.2   Ratification

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

SECTION 3.0
PERSONNEL

3.1   Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

3.2   Subcontractors

A.   Subcontracts/Joint Participation Agreements
With prior written approval of Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and Department or any obligation on the part of Department to pay, or to be responsible for the payment of, any sums to any subcontractors.

B.   Provisions Bind on Subcontracts
The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, Department will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

SECTION 4.0
STATEMENT OF WORK

4.1 Statement of Work to be Performed

A. During the term of this Agreement, Contractor shall provide the services, implement the tasks, and provide the deliverables identified herein that are necessary to provide LAPD a secure, modern, and compliant law enforcement records management system (the "System") that meets City's functional and technical requirements as articulated in Attachment B, Statement of Work and Attachment E, Functional Requirements.

B. All work, tasks, and deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 6, Compensation and Method of Payment, of this Agreement.

C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement and all Attachments.

D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 10.1, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.

E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City Department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished in accordance with Section 10.1, Amendments, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

4.2 Final Report Acceptance and Approval

A. Upon completion of all tasks, Services and Deliverables set forth in this Agreement, including Attachment B, Statement of Work, amounts withheld for the System Deliverables shall be paid to Contractor within thirty (30) calendar days after City's written approval of Contractor's Notice of System Completion. The City's approval of the Notice of System

Completion shall be issued by the City in accordance with this Section and after the Contractor has met the requirements for System completion established in this Section. City's review of the System's acceptability shall include but is not limited to testing and accepting or rejecting the system and confirming that the system meets the requirements as specified in Attachment B, Statement of Work, of this Agreement.

B.   Upon completion of the System, Contractor must provide City with the Final System Sign-Off Report and Notice of System Completion for the System, certifying that:

    1.   Contractor has completed all work as set forth in this Agreement, including all Attachments, related to the completed System, with the exception of System equipment warranty and System maintenance and support services required pursuant to this Agreement.

    2.   Contractor has provided Deliverables to City that meet the requirements set forth in this Agreement and Attachment B, Statement of Work, for the System which Contractor seeks Final System Acceptance; and

    3.   Contractor has complied with all of the terms and conditions of this Agreement applicable to the completed System.

C.   City shall either approve/sign or reject Contractor's Notice of System Completion for each division installation as defined in Attachment B, Statement of Work, within fifteen (15) business days of submittal. If City approves Contractor's Notice of System Completion, it shall constitute formal acceptance of all of Contractor's tasks, services, and Deliverables related to the completed System for which the Final System Acceptance was provided.

If City rejects Contractor's Notice of System Completion, City shall issue within fifteen (15) business days, a Notice of System Rejection specifying requirement(s) within the Agreement that the Contractor has failed to satisfy. City and Contractor shall meet immediately, but in no event later than ten (10) business days after City issues the Notice of System Rejection, to discuss the reasons for rejecting the system. Contractor shall develop and have available at this meeting, a detailed plan identifying the specific actions to be taken by Contractor to address the issue(s) identified in the Notice of System Rejection.

If the City and the Contractor cannot agree on the resolution of issues necessary for City's approval of Contractor's Notice of System Completion, such differences shall be resolved in accordance with Section 11, Disputes, of this Agreement.

The City must approve Contractor's Notice of System Completion to begin the equipment warranty and system maintenance period as described in Attachment B, Statement of Work.

If City fails to respond to Contractor's Notice of System Completion within fifteen (15) business days after submittal, Contractor shall submit an additional written notice to the City requiring the City to respond within an additional fifteen (15) business days. Failure of the City to provide a response within the total thirty (30) business day period shall be considered a deemed approval of the Contractor's Notice of System Completion (unless an alternate agreement method has been mutually agreed upon by the parties).

D.   The Contractor shall have fulfilled its obligations under this Agreement, when the Contractor accomplishes all the tasks described in Attachment B, Statement of Work; the City has issued final acceptance and approval in writing; and Contractor has completed its five (5) year maintenance of the system.

4.3   City of Use of Deliverables

Subject to Section 4.2 of this Agreement, if City determines that a Deliverable, or any part thereof, requires correction prior to Acceptance of that Deliverable, City has the absolute right to use the Deliverable until such time as Contractor can remedy the identified deficiency.

4.4   Survival of Provisions

The provisions of Section 4 shall survive termination of this Agreement.

4.5   Time of Performance

A.   Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.

B.   Outside Normal Business Hours–Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.

C.   Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

SECTION 5.0
ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

The City will provide the Contractor access to City facilities and personnel as necessary to perform the services under this Agreement.

SECTION 6.0
COMPENSATION AND METHOD OF PAYMENT

6.1 Compensation

A. For complete and satisfactory performance of the services and delivery of the deliverables of this Agreement, City shall pay Contractor an amount not to exceed Thirteen Million Seven Hundred Seventy-Two Thousand Six Hundred Fourteen Dollars ($13,772,614.00), including state and local taxes.

B. Contractor shall invoice City, and City shall pay Contractor, in accordance with Attachment B, Statement of Work.

C. The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

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

6.2 Taxes

To the extent that any of the Services or Deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contractor

shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

6.3 Method of Payment

A. <u>Invoices</u>. The City shall pay the Contractor pursuant to the requirements of this Section 6.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

6.4 Billing and Invoicing Requirements

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

1) Name and address of contractor
2) Division and Department name and address where services were provided
3) Date of invoice and period covered
4) Contract number or authority (purchase order) number
5) Description of completed task and amount due for task, including (if applicable):
   a. Name of personnel working on task
   b. Hours spent on task and timesheet supporting charges
   c. Rate per hour and total due
6) Certification by a duly authorized officer
7) Taxes (indicate taxable and non-taxable items on invoice)
8) Discount and terms (if applicable)
9) Remittance Address (if different from company address)

B. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of detailed description of tasks performed per hours billed, shall be attached to all invoices. Invoices shall be submitted as per Section 6.3 and shall be payable to the Contractor no later than 30 days after City determination that the invoice is complete. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the Commanding Officer, Information Technology Bureau, which approval shall not be unreasonably

withheld, and which approval shall be provided within a reasonable amount of time. Notwithstanding the foregoing, and subject to any rules or regulations necessitated by the Office of the Los Angeles City Controller or as otherwise required by law, there shall exist a rebuttable presumption that invoices are complete upon submission by Contractor. Should there be any reason for which the invoices should not be deemed complete upon delivery, and for which reason payment should not occur upon 30 days of delivery of the invoices, City shall immediately notify Contractor and the parties shall work together in good faith to immediately rectify any deficiencies.

C.   Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

D.   Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

E.   Invoices must be sent to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West 1st Street, Eighth Floor
Los Angeles, CA 90012

SECTION 7.0
REPRESENTATIONS AND WARRANTIES

7.1   General

The warranties in this section are nonexclusive and are cumulative of any other representations and warranties from Contractor in this Agreement or otherwise available to City under law.

7.2 Warranties of Function

A. Contractor represents and warrants that for one year following the final acceptance of any deliverable provided by Contractor, the deliverable will perform materially as described in the technical specifications set forth in this Agreement.

B. Contractor represents and warrants that no deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.

7.3 Warranty of Originality

Contractor represents and warrants that any deliverable will be its own original work, without incorporation of software, text, images, or other assets created by third parties, except to the extent that City consents to such incorporation in writing.

7.4 Warranty of Authority

Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.5 Deliverables

Contractor represents and warrants that any and all deliverables shall at the time of delivery and acceptance conform to the applicable specifications; shall be free from any error, malfunction, or defect; shall be fit for the particular purpose for which the Deliverable is developed and of which City advises Contractor; and if intended to serve as one or more components of an associated system, program, device, network or data, such Deliverable shall comply with the warranties and other requirements of this Agreement when integrated or used with the System.

7.6 Pass through Warranties

Without limiting City's rights with respect to Contractor's warranties under this Agreement, if Contractor provides any deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Contractor shall: (i) provide City with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Contractor shall assign to City or otherwise cause the manufacturer to grant to City all warranties and indemnities provided by such manufacturer.

7.7 Compliance with Law

Contractor represents and warrants that the services provided under this Agreement will comply with all applicable laws, including without limitation federal, state, and local laws.

7.8 Software

Contractor represents and warrants that any software licensed or developed hereunder and any media used to distribute such software contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

Contractor represents and warrants to City that all software developed or licensed hereunder does not contain any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

Contractor represents and warrants to City that: (a) Contractor has used its best efforts to scan for viruses within the any software developed or licensed hereunder, and (b) no malicious system, component of a system or work product will be supplied under this Agreement.

7.9 System Security

Contractor represents and warrants that it will employ industry standard or better protections to prevent unauthorized disclosure or exposure of sensitive or confidential information that City provides to any system developed or licensed hereunder or to any system for which a component or deliverable is developed or licensed hereunder.

SECTION 8.0
CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

8.1 Confidentiality and Restrictions on Disclosure

A.   All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City.

All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

B.   The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

C.   The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.

D.   The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.

E.   Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.

F. The Contractor and its employees, agents, and subcontractors may have access to confidential criminal record and Department of Motor Vehicle record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this Agreement. The Contractor will advise its employees, agents, and subcontractors of the confidentiality requirements of Title 42, United States Code, Section 3789(g) [42 U.S.C. 3789(g)], California Penal Code Sections 11075 through 11144, California Penal Code, Sections 13301 through 13305, and California Vehicle Code Section 1808.45.

G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

8.2 Document Control Procedure

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 8.0 are met. Each document will be controlled through the use of a Document Control Number.

8.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information, including verification of education and previous employment, the City requires in order to conduct background checks. The City may request changes to Contractor personnel in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 8.0, as permitted by applicable law.

8.4 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 8.0.

8.5 Survival of Provisions

The provisions of this Section 8.0 will survive termination of this Agreement.

SECTION 9.0
DATA SECURITY

9.1 Data Ownership

As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement.

Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

9.2 Data Protection

A. Contractor shall use best efforts, but in no event less than those protections standard for public safety data, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.

B. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's

personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.

C.   Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.

D.   At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.

E.   At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been returned to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. Except as set forth in this provision, Contractor's obligations to retain City Data are governed by Attachment A, Standard Provisions for City Contracts (Rev. 10/21) [v.4]. After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 10/21) [v.4] ("Retention Period"), Contractor shall securely dispose of all City Data, and certify in writing to City, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

9.3   Compliance with Privacy Laws

Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

9.4   Provision of Data

Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.

9.5   Data, Development, and Access Point Location

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

9.6   Data Breach

Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event, within twenty-four (24) hours in writing and telephonically 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. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or 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. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

A.   Data Breach Liability. Except where the liability is primarily attributable to the City's negligence, 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.

9.7   Firewalls and Access Controls

A.   Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

   1)   Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data; and

   2)   Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

   3)   Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.

B.   Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:

   1)   Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.

2) <u>Separation of Duties:</u> Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

3) <u>Role-Based Security:</u> Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

C. Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

9.8 Vulnerability Management and Patching

At least annually, Contractor shall perform at Contractor's expense vulnerability tests and risk assessments of all systems that contain City Data. For Contractor's internet perimeter network, and any of Contractor's applications that process City Data, such testing must also include (i) penetration tests, including by use of intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and (ii) code review or other manual verification. All tests must be performed by Contractor's compliance team using industry recommended network security tools to identify vulnerability information. Upon written request from City, Contractor shall provide to City a Vulnerability Testing & Risk Assessment Report at the organization level including an executive summary of the results.

9.9 Right of Audit by City

Without limiting any other audit rights of City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable

advance notice of at least thirty (30) days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth Attachment A, Standard Provisions for City Contracts (Rev. 10/21) [v.4].

9.10   Written Information Security Policy

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

9.11   Change in Service

Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which could impact the security of the services.

9.12   Third Party Software

In the event Contractor provides any third-party software (the "Third-Party Software"), including Open Source Software, to City in connection with this Agreement for which City would be obligated to accept and be bound by any third-party terms and conditions, the following shall apply: (1) Upon City's request, Contractor shall work with City to identify in writing all Third-Party Software in the relevant Task Order; (2) Contractor shall attach to the relevant Task Order written copies of all third-party license agreements applicable to City; and (3) Contractor warrants that (i) it has the right to license any Third-Party Software licensed to City under this Agreement; (ii) to the best of Contractor's knowledge, the Third-Party Software does not, and the use of the Third-Party Software by City as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and (iii) unless specifically provided

otherwise herein, City shall have no obligation to pay any third party any fees, royalties, or other payments for City's use of any Third-Party Software in accordance with the terms of this Agreement. With regard to (i) Open Source Software, (ii) any Third-Party Software that Contractor fails to identify in the relevant Task Order, and (iii) any third-party software embedded in the Licensed Software for which City is not required to accept any third-party terms and conditions, all such software shall be considered, as appropriate, part of and included in the definition of "Licensed Software" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support, relating to the Licensed Software. To the extent permitted by law or contract, Contractor shall pass through to City the warranties for the Third-Party Software. For purposes of this provision, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (ii) any agreement with terms requiring any intellectual property owned or licensed by City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

9.13 Criminal Justice Information Systems

Contractor agrees to and shall comply with the Federal Bureau of Investigation Criminal Justice Information Systems Security Policy (the "Security Policy"), as amended from time to time, which document is incorporated into and made a part of this Agreement by reference. Contractor shall ensure that Contractor's security, technical, personnel, and administrative practices, meet no less than those standards articulated in the Security Policy.

9.14 Security Addendum

Contractor agrees to and shall comply with Attachment C, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum, which document is incorporated into and made a part of this Agreement by reference.

9.15 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 9.0.

9.16 Survival of Provisions

The provisions of this Section 9.0 will survive termination of this Agreement.

SECTION 10.0
AMENDMENTS AND CHANGE REQUESTS

10.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 10/21) [v.4].

10.2 Change Requests

A.   City Technical Change Requests

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 4.1, Statement of Work to be Performed, of this Agreement. A "change," as that term is used in this Section means technical or other adjustments made within the Statement of Work to be Performed, and consistent with Section 4.1 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 6.1(A) of this Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

B.   Change Proposal

Within thirty (30) business days following Contractor's receipt of City's written Change Request, Contractor shall prepare and deliver to City a written statement that includes the following:

1. Total cost of the change;

2. Schedule impact of the change for current and subsequent Deliverables;

3. Impact of the change on any other part of this Agreement;

4. Estimated California Sales Tax impact, if any;

5. The period of time for which such statement is valid, but not less than sixty (60) days; and

6. City contract number and date of contract.

C.   Method of Agreement to Changes

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a Project Change Authorization, Attachment D, specifying the change to be made and all of the particulars set forth in Section10.2(B) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Attachments hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 11, Disputes, of this Agreement, but in no event shall the Contractor be required to start on the changed work without the mutually agreed upon Project Change Authorization.

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SECTION 11.0
DISPUTES

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Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 12.0
MISCELLANEOUS

12.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the Standard Provisions for City Contracts (Rev. 10/21) [v.4], attached hereto as Attachment A and incorporated herein by reference, with the exception of the following provisions, the subject matter of which are otherwise addressed in this Agreement: PSC-9(B)(6), PSC-12, PSC-13, PSC-18, PSC-19, PSC-20, PSC-21, PSC-22, PSC-24, PSC-39, and PSC-40.

12.2 Border Wall Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

12.3 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 Agreement, including the right to payment; or

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

C.   Written permission of City for Contractor's assignment will not be unreasonably withheld.

12.4 Permits

Unless otherwise set forth in the applicable Statement of Work 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.

12.5 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 tangible property of either party hereto or of third parties, to the extent 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.

12.6 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, any United States patent, copyright, trademark, right of publicity, and proprietary information ("Infringement Claim"): (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 ("Contractor Product"); 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.

If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for City the right to continue using the Contractor Product; (b) replace or modify the Contractor

Product so that it becomes non-infringing while providing functionally equivalent performance.

Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the unintended combination of the Contractor Product with any software, apparatus or device not furnished by Contractor, but solely to the extent: (1) such combination causes the infringement and (2) the infringement claim results from such combination; (b) the unauthorized use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor Product, but solely to the extent: (1) such use causes the infringement and (2) the infringement claim results from such use; (c) Contractor Product designed or manufactured in accordance with City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) an unauthorized modification of the Contractor Product by a party other than Contractor but solely to the extent: (1) such modification causes the infringement and (2) the infringement claim results from such modification; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement, but solely to the extent (1) such use causes the infringement and (2) the infringement claim results from such use; or (f) the failure by City to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement, but solely to the extent that: (1) Contractor has notified City in writing that use of the update would have avoided the claim, (2) the enhancement release correcting the infringement is provided to City free of charge, and (3) the enhancement does not result in a material diminution in the functionality of the Contractor Software or Contractor Product.

This Section provides City's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. City has no right to recover and Contractor 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 are subject to and limited by any liability limits set forth herein.

12.7   Limitation of Liability

Except for personal injury or death, Contractor'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 three times (3x) the maximum compensation payable to Contractor pursuant to Section 6.1, Compensation. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA (EXCLUSIVE OF LIABILITY INCURRED PURSUANT TO SECTION 9.6, DATA BREACH),

GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR 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 CONTRACTOR PURSUANT TO THIS AGREEMENT.

12.8 Ownership and License

All Documentary Deliverables and other materials that are promised deliverables under this Agreement and the applicable order shall become City property, and risk of loss shall occur, upon the date of delivery and payment therefor (except for Software, if any, which is licensed), but no transfer of Contractor's or City's intellectual property rights will occur. As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement.

Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit. This section is in lieu of PSC-21.

12.9 Best Terms

Contractor makes no representations or commitments concerning the pricing or discounts for the services to be provided hereunder, except as set forth in Section 2 above and Exhibit B to this Agreement. Notwithstanding the preceding sentence, if City becomes aware of any of its orders under this Agreement that is substantially similar in time frame and nature to another service transaction with a different Motorola state or local governmental customer in the United States where that other customer received more favorable pricing, then City may notify Contractor of the other substantially similar transaction with more favorable pricing. Upon receipt of such notice, Contractor will investigate the matter, and thereafter the Parties will meet and confer to discuss the matter. Based upon that meet and confer process, if a differential in pricing does exist, Contractor will

make an appropriate reduction in the pricing for City's order in the form of a credit to be used against future purchases. In addition, Contractor may but is not obligated to provide additional or other discounts (e.g., large order) to City concerning any order.

12.10 Limitation of City's Obligation to Make Payment to Contractor

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.

12.11 Compliance with Identity Theft Laws and Payment Card Data Security Standards

Contractor shall comply with all applicable 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.

12.12 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

12.13 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

12.14 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

12.15 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

SECTION 13.0
ENTIRE AGREEMENT

13.1 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

13.2 Counterparts/Electronic Signatures

This Agreement 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.

13.3 Number of Originals and Attachments

This Agreement includes thirty-one (31) pages and five (5) attachments. Attachments A-E listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 10/21) [v.4]
Attachment B – Statement of Work
Attachment C – The Federal Bureau of Investigation Criminal Justice Information
          Systems Security Addendum
Attachment D – Project Change Authorization Form
Attachment E – Functional Requirements

13.4 Order of Precedence

In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

1) This Agreement between the City of Los Angeles and Motorola Solutions, Inc.
2) Attachment A, Standard Provisions for City Contracts (Rev. 10/21) [v.4]
3) Attachment B, Statement of Work
5) Attachment C, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum
6) Attachment D, Project Change Authorization Form
7) Attachment E, Functional Requirements

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives.

THE CITY OF LOS ANGELES

MOTOROLA SOLUTIONS, INC.

By: _____
     MICHEL R. MOORE
     Chief of Police

By: _____
     JERRY BURCH
     Vice President

Date: _____

Date: _____May 5, 2022_____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

(2nd Corporate Officer)

By: _____
     SAMUEL PETTY
     Deputy City Attorney

By: _____
     MICAH APPLEWHITE
     Vice President and Director of
     Sales

Date: _____

Date: _____May 5, 2022_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
     Deputy City Clerk

Date: _____

City Business License Number: _____0000749148-0001-7_____

Internal Revenue Service Taxpayer Identification Number: _____36-1115800_____

City Contract Number: ___C-_____

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 10/21) [V.4]

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** to perfect, 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. <u>Data Protection</u>

    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. <u>Insurance</u>

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. <u>Best Terms</u>

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. <u>Warranty and Responsibility of Contractor</u>

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. <u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>

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.   <u>Child Support Assignment Orders</u>

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. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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. Compliance with California Public Resources Code Section 5164

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. Possessory Interests Tax

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.

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 <u>admitted</u> 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: _Motorola Solutions, Inc._   Date: ___05/02/2022___

Agreement/Reference: _PremierOne Mobile and Records (5 year term as of contract execution)_

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

WC *Statutory*

EL **$1,000,000**

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

✓ **General Liability**   City of Los Angeles must be named as an additional insured   **$1,000,000**

☑ 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)   **$1,000,000**

✓ **Professional Liability** (Errors and Omissions)   **$10,000,000**

Discovery Period _12 Months After Completion of Work or Date of Termination_

___ **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   100% of the contract price

___ **Crime Insurance**

Other: _Submitted to James Aceron @ LAPD, N5254@lapd.online, (213) 486-0378, May 2, 2022_
  **Insurance certificates MUST be submitted on the City's KwikComply site: https://kwikcomply.org/
  **For the Professional Liability Insurance, the stated requirement should be in the form of a Cyber Liability Policy

ATTACHMENT B

STATEMENT OF WORK

Proposal

Los Angeles Police Department

PremierOne Mobile and Records

21-PS-124845 Version 7

February 22, 2022

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MOTOROLA SOLUTIONS

Section 1

System Description

1.1 System Overview

Motorola Solutions ("Motorola") is pleased to present the following PremierOne Mobile migration and PremierOne Records system for the City of Los Angeles Police Department (hereinafter referred to as the "LAPD").

Motorola's offering consists of repurposing existing hardware, system software, PremierOne Mobile, PremierOne Records and PremierOne Records Mobile applications and client software, interfaces and services (as stated in the Statement of Work.)

Phase 1 is delivered as defined in the Statement of Work and enables both the LAPD and Motorola to realize Project Completion (FSA). Phase 2 and beyond are delivered in accordance with punch list resolution.

1.1.1 Participating Agencies

The designated agencies participating in the system are:

- Los Angeles Police Department
- Los Angeles City Attorneys
- Los Angeles Fire Department
- Los Angeles Park Rangers
- Los Angeles Department of Transportation
- Exposition Park Police
- Federal Bureau of Investigation
- Los Angeles County Probation
- Los Angeles Housing Authority
- Los Angeles Street Services
- Bureau of Sanitation – Watershed Protection Division
- Los Angeles Unified School District**
- Los Angeles World Airport Department**
- Los Angeles Harbor Port Police Department**

Note: ** These agencies operate under a separate contract and maintenance agreement.

1.1.2 Application Software and System Components

This System is comprised of the following component and Subsystem elements:

CAD Subsystem

- PremierOne Mobile (migration from Premier MDC)

Records System

- PremierOne Records Release 4.x

- California UCR/IBRS
- State Traffic Accident Reporting (CHP 555)
- PremierOne Advanced Configuration Tool (ACT)
- PremierOne Records Intelligent Data Discovery
- PremierOne Records Mobile
- PremierOne Records Convert-on-Demand
- Legacy Records Data Conversion

The PremierOne Property and Evidence module license is included, but services and configuration are not included in this contract.

CommandCentral Responder

- Records Search
- Citations
- Field Interview

System Component

- Interfaces
- Mobile Data Terminal Replacement

Table 1-1 – Laptop Replacement Specifications

Replacement of Laptop MDCs
HP PROBOOK 640 G8 Notebook Laptop Computer Count: 360 (includes 14% spares)
• Intel Core i5 vPro 2.4Ghz
• Windows 10 Pro 64
• Preinstalled Motorola Software Image
• 16GB DDR4 Memory
• 512GB PCIe NVMe Three Layer Cell SSD Drive
• Low Profile Gamber Johnson Vehicle Mounting Unit (316)
• 3/3/0 Three Years Material, Labor and no Onsite Warranty with HP Smart Support
• Services for 316 Laptop computers to be replaced are outlined in section 2.14.2 below.

Third Party Subsystems

- CommSys CLIPS

1.2 System Application Client Software Licensing

The following table summarizes the number of PremierOne and CommandCentral Responder client application software licenses for all agencies listed in Participating Agencies.

Motorola is providing an enterprise site license for the PremierOne Records and PremierOne Records Mobile client applications. This site license is only applicable to the Los Angeles Police Department.

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The PremierOne system sizing is based on the anticipated usage of the application software at the time of system deployment, including a maximum of 5000 concurrent mobile devices of any type. Any increases in server-side hardware capacity required by the addition of PremierOne client licenses via the enterprise site license, are not included.

Table 1-2 – System Client Licensing

System Client Licenses	Per Seat
PremierOne Mobile (Migration)	Site License
PremierOne Mobile (New)	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License
CommandCentral Responder	10,000
CommSys CLIPS	200

1.3   System Interfaces

The table below lists the interfaces included in our system. Interface Description Documents defining interface functionality will be provided following contract award. Any requests for changes to the Interface Description Documents post-contract is subject to review and consideration through the change control mechanism of the contract.

Table 1-3 - System Interfaces

Interface Name	Direction	DR Site Interface
AJIS	Two-Way	YES
CAL DOJ	One-Way Outbound	YES
CAMS (CAD) Data View	One-Way Outbound	YES
CAMS (Records) Data View	One-Way Outbound	YES
CCAD OPA (CAD) Data View	One-Way Outbound	YES
CLETS/NCIC	Two-Way	YES
CopLink	One-Way Outbound	YES
Coplogic	One-Way Inbound	YES
Evidence.com	Two-Way	YES
Guardian	One-Way Outbound	YES
JDIC Query	Two-Way	YES
LInX	One-Way Outbound	YES
LiveScan	Two-Way	YES
Microsoft Dynamics (CAD) Data View	One-Way Outbound	YES
Microsoft Dynamics (Records) Data View	One-Way Outbound	YES
Microsoft Dynamics Query	Two-Way	YES

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Interface Name	Direction	DR Site Interface
Statewide Integrated Traffic Management System	One-Way Outbound	YES
Team 2 (Records) Data View	One-Way Outbound	YES
Tyler Odyssey	One-Way Outbound	YES
FileOnQ P&E	Two-Way	YES

Table 1-4 - System Queries

Query Name	External System
Automated Boat System (ABS)	CJIS -State System
Automated Firearm System (AFS)	CJIS -State System
Automated Property System (APS)	CJIS -State System
Domestic Violence Restraining Order System (DVROS)	CJIS -State System
Missing Persons System (MPS)	CJIS -State System
Missing Unidentified Person System (MUPS)	CJIS -State System
Supervised Release File (SRF)	CJIS -State System
Stolen Vehicle System (SVS)	CJIS -State System
Violent Crimes Information Network (VCIN)	CJIS -State System
Wanted Persons System (WPS)	CJIS -State System
Department of Motor Vehicles (DMV)	State System
Nationwide Law Enforcement Teleprocessing System (NLETS)	Federal System
National Crime Information Center (NCIC)	Federal System
Automated Justice Information System (AJIS)	Los Angeles County System
Countywide Warrant System (CWS)	Los Angeles County System
Juvenile Automated Index System (JAIN)	Los Angeles County System
Conditions of Probation System (COPS)	Los Angeles County System
Criminal Search History (CHS)	Los Angeles County System
Probable Cause Detention System (PCDS)	Los Angeles County System
Trial Court Information System (TCIS)	Los Angeles County System

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1.4 Application Descriptions

1.4.1 PremierOne Mobile with Mobile Mapping

PremierOne Mobile provides public safety personnel the ability to assess and prepare for a situation while en route to the scene. Users access information via screen configurations that provide navigation throughout the PremierOne Mobile application.

Table 1-5: PremierOne Mobile Mapping Capabilities

PremierOne Mobile - Available Clients:	Windows
Operating System	Windows 8.1+
Cloud Enabled	●
Silent Dispatch	●
Incident & Unit Management	●
Real-Time Status Monitors	7
Field Initiation for Traffic Stops & Other Incidents	●
Database Querying	●
BOLOs	●
Responder and Unit Location Tracking	●
Premise & Hazard Details with Images	●
Geofencing with Entry & Exit Alerts	●
4G & LTE Network Capability	●
CJIS Security Support with FIPS 140-2 Encryption & Auditing	●
Barcode Scan	●
Voice Entry for Comments	
Actionable URL in Comments	
Messaging	●
Advanced Mapping, BOLOs, Premise & Hazards	●
Advanced Configurations	●

The integrated map provides the user the ability to display call location, drive directions, premise hazards and the location of other units. PremierOne Mobile leverages an updated Mobile Map that has optimized usability in the mobile environment.

PremierOne Mobile obtains location information from a collocated GPS receiver. The PremierOne Mobile Windows Client supports either the Trimble ASCII Interface Protocol (TAIP) or National Marine Electronics Association (NMEA) standard. The PremierOne Mobile client application can send its location to PremierOne CAD via a cellular data modem. The vehicle location information is

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used by PremierOne CAD to support location dependent features including: Mapping, Track-It, Follow-It, and Recommendations.

1.4.2 PremierOne Records

PremierOne Records is Motorola's next generation law enforcement records management system. Based on over 30 years of industry RMS experience, PremierOne Records is a fourth-generation product that was designed from the ground up with the current and future needs of public safety agencies in mind. Not only does the system leverage the experience gained from decades of public safety experience, it utilizes the latest graphical user interface design and development techniques.

PremierOne Records is built on true service-oriented architecture, not simply a legacy product with services added as an afterthought.

Another fundamental goal of PremierOne Records is to provide the greatest level of flexibility. Working with the Advanced Configuration Tool of PremierOne Records allows agencies to add and hide fields, change field labels, make fields required, alter output format, and determine the information that is made available to users and roles.

1.4.2.1 PremierOne Records Concepts:

Records Clients

PremierOne Records provides the same functionality, fields, data, and security to both the officer in the field using a Records Mobile Client and the records bureau user accessing the system through a LAN-connected desktop computer.

- Standard Client – Used for workstations which are connected to the network, such as those on a LAN or WLAN. This self-updating client can be launched from a web browser and can be run without a local installation, thus reducing installation and maintenance costs.
- Records Mobile Client – Used in situations where network connectivity is not assured or nonexistent, such as with mobile units on a wireless network for field based reporting (FBR). Over the wire update and caching services assure that all clients are kept up to date with application updates, changes to forms, code tables, etc., reducing maintenance costs.

Navigation

PremierOne Records was designed with a physical law records department in mind. Users can find information in PremierOne Records in the same areas where you would expect to find them physically in your department. PremierOne Records provides easy and quick access throughout the application. Users can navigate using familiar point-and-click access to modules, similar to a browser. As with a browser, forward and back keys are provided as well as the ability to open additional tabs, allowing multiple modules to be open at a time.

Records Command Line

A command line window can be opened using a hotkey that allows authorized users to perform typical actions such as add, edit and navigation functions without using the mouse. The command line auto-fills both commands and parameters requiring just a few keystrokes to create a new record or access any record in the system. The Records command line window can be displayed even with the other PremierOne Records windows minimized giving the user a cleaner more efficient client. This is especially important for Records Bureau or other data entry users as they can create or edit records much faster, with fewer keystrokes and mouse clicks. This feature is also available in the Records Mobile client allowing patrol officers and other Mobile users to quickly create records without using a mouse. For paper-based agencies that print and use paper copies of records, the command line can be combined with a low-cost barcode scanner to greatly improve efficiency. A bar code can be printed at the bottom of each document that when scanned immediately retrieves the

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record with no other user intervention. This feature is especially beneficial for document approval or other manual or automated workflow processing

Motorola Documents

Users perform the majority of data entry within Motorola Documents, a forms tool based on patented technology. This technology leverages decades of experience with law enforcement records management systems and is designed to improve data entry efficiency, accuracy and reduce the learning curve for new users. Specially designed functionality such as tabs, search while you type, and 'To do' items are all designed to reduce the effort required to fully document each event.

- **Tabs** – To facilitate data entry, tabs combine like data types such as victim, offense, or property. Within each data type, a user may enter as many of that data type as necessary.

- **Required Fields** – Within any document in PremierOne Records, some fields will be required to be filled in before the document can be saved to the database. Required information helps to preserve the integrity of the document as a whole to make it a valid document. Fields may be required based on business rules established by an agency or because the agency requires data to be collected for reporting purposes. The system may also require certain data fields to be completed to assure accurate and complete California IBR or UCR submissions.

- **Single select code Fields** – Single select code tables allow users to enter only those codes that have been created for a given field.

- **Search while you type** – This functionality displays only the entries in a list that match the text that you type. Search-as-you-type considers all the words in a phrase, not just the first word at the beginning of the phrase.

- **Multi-select Code Tables** – As with single select code tables, multi-select code tables only allow for the acceptable range of data values to be entered.

- **Pull Forward** – You can use Pull Forward to search for and find existing data, and then pull that data into Motorola Document.

- **To Do List** – Motorola Documents also check to ensure all required fields have been filled out and are valid. If you omit a required field or have incorrect information, an error message will appear in the Help window of the document. These error messages, or the to-do list, are hyperlinks. They bring the cursor directly to the field that requires attention when the form you are currently working in. Documents that are not complete may be saved as a draft, but the data is not present in the database directly.

- **Only display necessary fields** – This feature of Motorola Documents only displays those fields necessary to complete the document. When a user enters data that then requires further information, fields for entering the additional data become available. Until those fields are needed, they remain hidden.

- **Photos** – Drag and drop Motorola Document windows also support drag-and-drop functionality for images.

- **Autosave** – PremierOne Records can be configured to automatically backup or save a document prior to document submission. The document is saved in draft form until it has been submitted.

- **Document Locking** – A locking message displays if another user tries to access a document that is open and locked. Document locks expire when the opened document is closed, or after a configured time (default is 12 hours), whichever comes first. Other users attempting to open a locked document will get a read-only version of the document that displays the document lock message in the lower right corner. Users can not make edits to the read-only document.

- **Searching** – Free text Searching PremierOne Records provides default basic search and field display functionality as well as advanced search functionality for custom search. Agencies can specify and configure which module data fields are available for searching.

Additionally, PremierOne Records has a free text and advanced free text search capability which functions similarly to web text searches; Users can enter a word or phrase in the free text search field for records that match the text or phrase.

1.4.2.2   CommandCentral Capabilities for PremierOne Records

CommandCentral Capabilities are a collection of cloud-based features available to on-premises PremierOne Records systems provided at no additional cost. Leveraging the CommandCentral platform, these capabilities enhance performance and improve public safety workflows. These features streamline digital evidence management, provide insight to aid data-driven decision making, and expedite case review and resolution.

The proposed CommandCentral capabilities include the following features and integrations.

- Pin Mapping
- Records Management
    - Unified Search
    - Consolidated Records View

Pin Mapping

For PremierOne Records deployments, Pin Mapping visualizes geographic crime data and case reports on a map. This map view provides context to crime in a specific area, allowing users to quickly compare incidents and make more informed crime fighting decisions.

Records Management

CommandCentral capabilities include access to records management features. Users can quickly search video, audio, images, and other digital content. The system stores data from various sources in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

CommandCentral Incident Record – View incident data, officer narrative, and digital evidence with one user interface, called the CommandCentral Incident Record. This cloud-based feature combines case-related information from different sources into a streamlined interface. This unified view allows your agency to review critical evidence from a more robust and accurate operating picture. The CommandCentral Incident Record is built from incident details in your records management solution and content from CommandCentral Evidence.

Task Creation and Assignment – View, create, and assign daily tasks or projects as part of the Insights Dashboard. The Insights Dashboard provides curated and actionable insights into your agency's initiatives from across the CommandCentral suite. It gathers items that need attention, review, correction, or completion to help users stay organized and manage operations. This also helps build and close cases faster by tracking progress and assigning ownership to activities. The dashboard promotes collaboration by allowing users to share documents, projects, and success metrics across the agency.

Unified Search – Locate information across all agency records and evidence using a smart, free-text search engine. To access content from a specific incident, users can do a Unified Search or go through PremierOne Records. Users can search incidents by time-frame or specific case number

and then view all digital evidence associated with that specific case. This single source offers a user-friendly experience that is easy to navigate and understand and includes the ability to add narratives. The solution also makes review easier by tagging persons and vehicles listed in the narrative. Vehicles listed in the incident report include links to automatic license plate readers in the Vigilant LEARN database (additional subscription required). Product updates are seamless with new capabilities delivered regularly. The cloud also provides proven security, reliability, and availability that keeps personnel prepared for their operations.

Judicial Sharing - With the Judicial Sharing feature, your agency can use the CommandCentral Incident Record to share a complete evidence package with partners and prosecutors. This keeps your personnel and partners up-to-date on each case and allows them to work from the same information.

Judicial Sharing integrates with the CommandCentral Incident Record, allowing aggregated case-related information to be shared via email. This helps to keep prosecutors up-to-date with a dedicated, streamlined page designed for their needs. It allows judicial partners to access all of the case content shared with them — even from multiple agencies — from one, secure location.

From your agency's view, users can confirm that they received the case package and continue to update the shared package as the case develops. From the case manager, the prosecutor can see when a shared package has been updated. They can search and filter the case packages to locate information and then share the case package with the defense. If your agency has case sharing systems in place with partners, you can leverage your agency's existing investments by downloading content and audit logs to review and share.

Judicial Sharing is functionality inherent in the Records application. This functionality comes with a limited amount of base storage. If LAPD determines they intend to migrate their digital evidence storage to Judicial Sharing, additional storage will be required.

Field Response Application - The Field Response Application allows officers to capture images, video, and audio from the field with a simple smartphone application on iOS or Android. This tool provides easy media management and advanced camera controls to help users control what is captured. The application adds metadata and tags, and then gets uploaded to CommandCentral Evidence for immediate use. The application isolates all data from personal data. This ensures other apps cannot access evidence, while providing an uncompromised chain of custody from the moment of capture. This application is a capture source for field personnel, command staff, and supervisors.

1.4.3   CommandCentral Responder

CommandCentral Responder is a cloud-based application that will enable Los Angeles Police Department law enforcement officers to access PremierOne Records Management System (RMS) to view or update information using smartphone or tablet devices. Individual modules enable officers to add, modify, and view different types of information. Motorola Solutions is proposing CommandCentral Responder with Citations and Field Interviews.
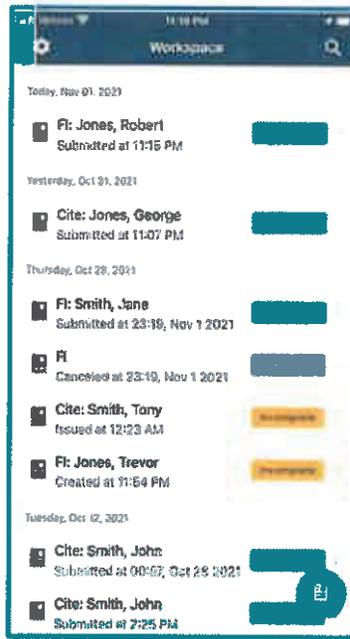
Figure 1-1: Sample CommandCentral Responder Home Screen

1.4.3.1   Records Search

Field personnel can use CommandCentral Responder to search PremierOne RMS for Person and Vehicle records. Users can search records by manually entering the search criteria (e.g. names or license plate numbers) and by scanning driver's license or vehicle registration barcodes. Search results can be used to populate related person or vehicle sections of the Citations and Field Interviews.

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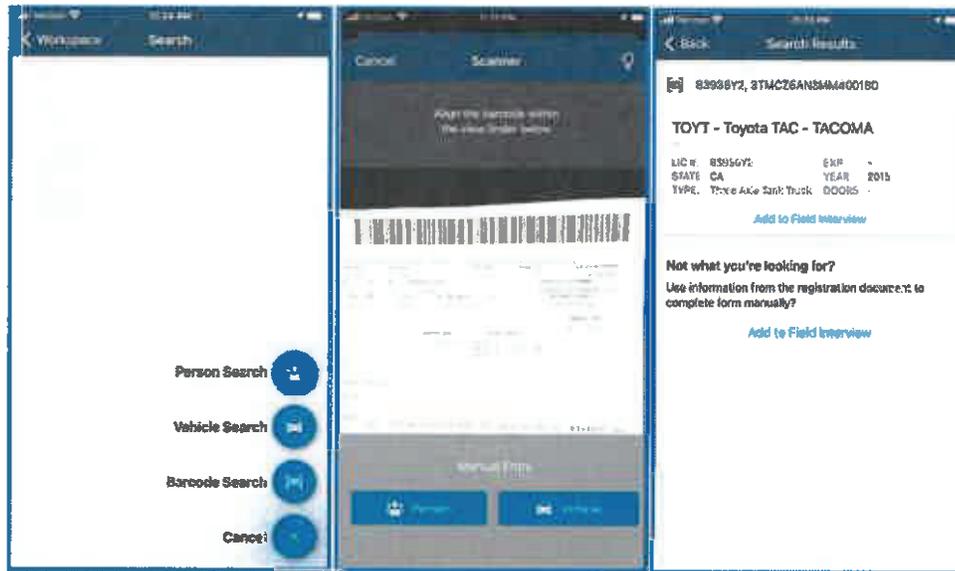
Figure 1-2: Sample CommandCentral Responder Search Screens

1.4.3.2   Citation Functionality

CommandCentral Responder provides field personnel with a simple workflow for writing, issuing, and recording citations. The citation forms within CommandCentral Responder guide the user on what information to include, and alert them if a field needs to be populated to issue the citation.

After a user completes and signs a citation, CommandCentral Responder enables printing from supported mobile printers and synchronizes standard fields, person information, and vehicle information with PremierOne RMS.

Field personnel can use completed citations as a reference, to populate new citations. They can also search and retrieve copies of citations within the PremierOne RMS application for future needs, such as court or investigative activities.
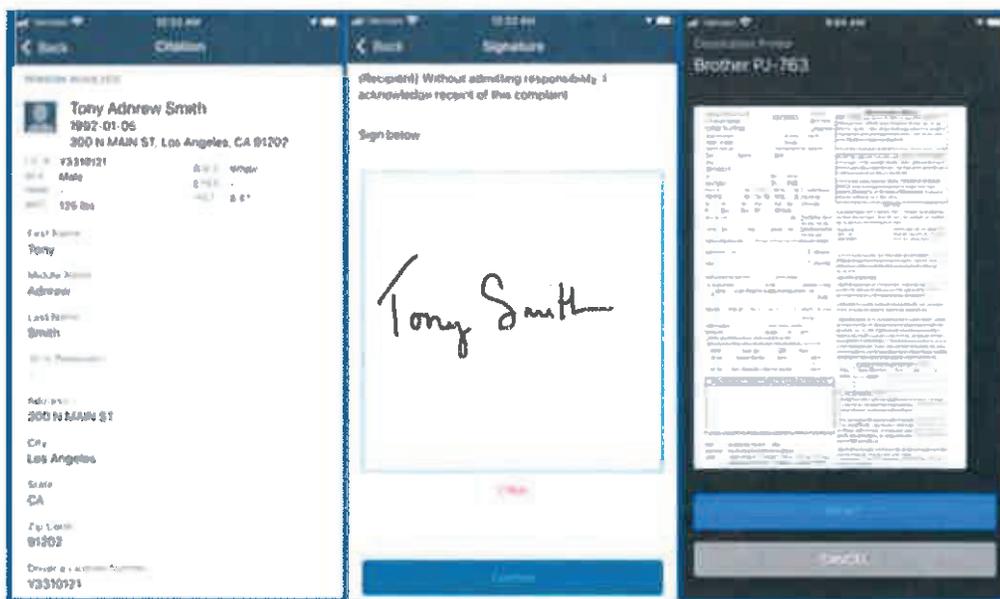
Figure 1-3: Sample CommandCentral Responder Citation Screens

Configuration

During the deployment process, Motorola Solutions will configure CommandCentral Responder with Los Angeles Police Department required fields for citations, including the fields, field labels, field type, validation rules, and cross field validation (e.g. driver speed must exceed the posted speed limit). Parts of the citation user interface can also be configured, including the field display order, field groups, and field-group display rules. Sections can be shown or collapsed on the UI, and dynamically removed based on user inputs in a citation form.

In addition to configuring the citation fields and interface in CommandCentral Responder, Motorola Solutions will also customize the format of printed citations during the deployment process.

Workflow

The workflow for CommandCentral Responder helps officers issue accurate citations by enforcing agency rules for issuing citations and by connecting each citation to PremierOne Records. This workflow automatically validates citations as they are built, eliminating the need for manual citation reviews by records personnel.

CommandCentral Responder supports a predefined, non-configurable process for issuing citations, with steps from creating a citation through issuing, printing, and submitting to the RMS. It includes the following steps:

- Create a new Citation.
- Enter required data manually, or by scanning barcodes or using search results.
- Complete Citation.
- Issue Citation:
  - CommandCentral Responder automatically performs data validation and identifies any necessary updates.

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- Print citation on supported mobile printers. CommandCentral Responder supports specific printers: Brother PocketJet 763MFI, Brother PocketJet 662, or Zebra printers with Zebra Link-OS.

- Add any desired Officer Notes.

- Submit the Citation:

  - CommandCentral Responder submits the citation information to CommandCentral Responder cloud service.

  - CommandCentral Responder automatically synchronizes standard fields with on-premises records systems. While state or agency customizations will be available for viewing and printing, they will be stored in the CommandCentral cloud platform rather than on-premises records.

  - CommandCentral Responder solution includes automatic citation transmission to an interfaced Court Citation System.

1.4.3.3 Field Interview

The Field Interview Module enables officers to simply add information to digital forms in CommandCentral Responder on their mobile devices in place of carrying and filling out field interview cards, streamlining information collection, improving accuracy, and saving time for both officers and records personnel. Officers will be able to record a person's identity, place of residence, and other details from informal interviews at the point of contact. The interview details are immediately synchronized and available in Los Angeles Police Department PremierOne RMS.
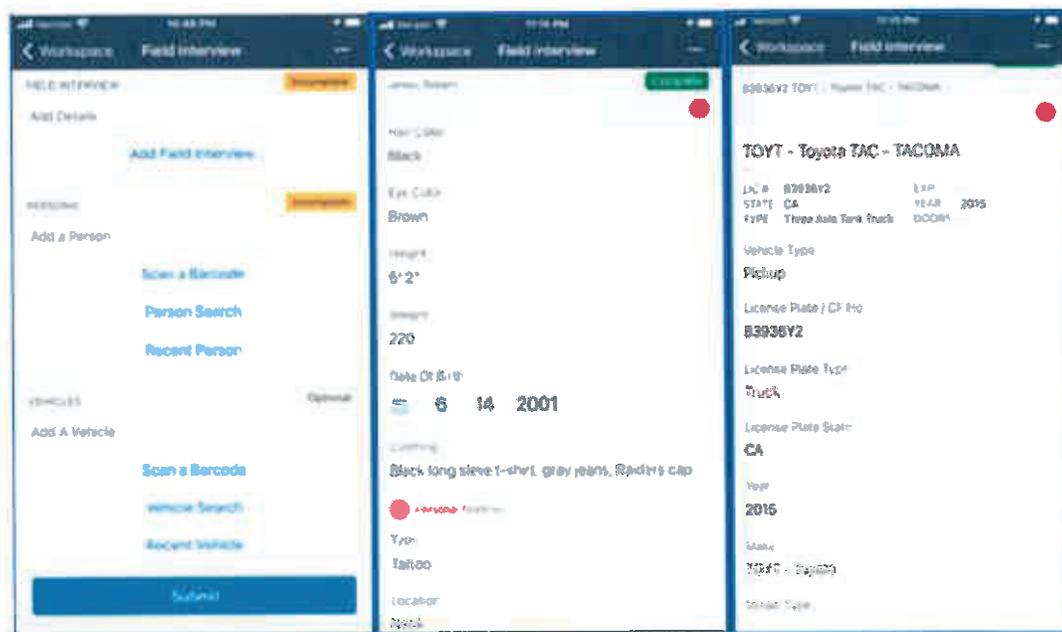
Figure 1-4: Sample CommandCentral Responder Field Interview Forms

Workflow

CommandCentral Responder supports a predefined, non-configurable Field Interview process including the following steps:

- Select Creation of Field Interview.

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- Search person by manually entering data or by scanning a driver's license barcode.
- Add a person's identifying information from the search results, driver's licenses scan result, or manually.
- Enter information captured during the interview.
- Issue the Field Interview:
  - CommandCentral Responder automatically performs data validation and identifies any necessary updates.
- Submit the completed Interview to synchronize the data with the PremierOne RMS.

1.4.3.4   Incident Reporting

CommandCentral Responder will introduce Incident Reporting through a phased approach. Research will begin in 2022 followed by analysis, design and planning prior to scheduling development. The initial software release will include on-scene data capture, leveraging location information and driver's licenses scans to allow rapid completion of an Investigative Information with content similar to the top section of the Investigative Report as shown in Figure 1.5.

NOTE: Phase 1 "Investigative Information" will be delivered as part of go-live. Phases 2-5 will be delivered post-project completion as part of punch list resolution.

It is anticipated that the Investigative Information will be completed in the field on an Android or iOS device and electronically shared with the reporting party of the incident. Once the information is submitted, the officer may complete remaining sections of the report using the PremierOne Records Mobile client in the squad vehicle or back at the station. Figure 1-5 is the information that is currently collected.

Figure 1-5: Sample Investigative Report

Incident Report submission includes a five-phase delivery approach. The first phase will deliver the Incident Report Investigative Information. In following phases, the Incident Reporting capabilities will be expanded to support full case report submission including CIBRS validation from an Android or iOS device in the field.

Lessons learned and user experience feedback from each phase will be leveraged as we plan out future Incident Reporting phases (including the incident report submission work covered by the planned four phases and additional identified requirements to be considered after the five planned phases have been completed). Additional deliveries may require additional professional services which would be quoted separately.

As the capabilities are extended more officer workflow steps will be carried out from Android and iOS devices. Supervisor checks still need to be carried out in Premier One Records.

The five planned phases are:

Phase 1 - Investigative Information and California IBRS data entry only to be delivered for go-live – Project Deliverable

The Investigative Information as previously defined will be available as data entry only (no CAD integration) and will include the ability to electronically send the information to the reporting party from an iOS or Android device to a citizen via text or email Additionally, the California IBRS data entry only, with no validation will be delivered as part of Phase 1. This data will have integration with PremierOne Records where IBRS validation will be completed. Phase 1 Investigative Information will be provided as part of initial go-live.

Phases 2-5 will be delivered post-project completion as part of punch list resolution.

Phase 2 - Primary Incident Report, 18 months after Phase 1 – Post-project Deliverable

Officers will be able to enter and submit the initial California IBRS validated case report from an iOS or Android device to PremierOne Records. Other workflow tasks will be performed in PremierOne Records. This will be delivered 18 months after Phase 1 is in production use by LAPD.

Phase 3 - Primary Incident Report, Handheld Workflow Process, 6 months after Phase 2 – Post-project Deliverable

Officers will be able to receive "rejected" initial California IBRS case reports on their iOS or Android device devices.

- If a case report is rejected automatically because of California IBRS validation rules identified in PremierOne Records, an officer will see an alert from their device, view the case report, view errors and will be able to make corrections and resubmit from Android and iOS devices.

- If a case report is rejected by a Supervisor, an officer will see an alert from their device, view the case report, view the supervisor's rejection comments, and will be able to make corrections and resubmit from Android and iOS devices.

This will be delivered 6 months after Phase 2 is in production use by LAPD.

Phase 4 - Supplemental Officer Narrative, 3 months after Phase 3 – Post-project Deliverable

The Supplemental Officer Narrative to match the PremierOne Records standard module will be delivered 3 months after Phase 2 is in production use by LAPD. The Supplemental Officer Narrative will also include submission to PremierOne Records Workflow from an iOS or Android device. (Rejected narratives returned by the supervisor can be corrected from Responder). This will be delivered 3 months after Phase 3 is in production use by LAPD.

Phase 5 - Witness Statement, 3 months after Phase 4 – Post-project Deliverable

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The Witness Statement to match the PremierOne Records standard module will be delivered 3 months after Phase 4 is in production use by LAPD. The Witness Statement will also include submission to PremierOne Records Workflow from an iOS or Android device. (Rejected narratives returned by the supervisor can be corrected from Responder). This will be delivered 3 months after Phase 4 is in production use by LAPD.

*** **Note**: The CC Responder subscription includes entitlement to new forms as they become available in our product. New forms may require professional services that would be quoted separately.

1.4.3.5   Authentication and Data Security

CommandCentral Responder prevents unauthorized users from accessing the data transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption. To access the system, a user must present multiple authentication factors to CommandCentral Identity Management. All user requests and other user data are protected by Azure Government services.

1.4.4   Trancite Easy StreetDraw

Easy Street Draw is a specialized drawing program for crash scene diagramming. It can be useful in crash investigation/reporting and insurance adjustment/claims processing. This program comes with more than 700 commonly-used symbols to speed-up the creation of diagrams.

You can expand this program by installing additional tools for GIS imagery layers, WMS services, etc.

1.4.5   Case Management

1.4.5.1   Legacy Data Access

Motorola will provide PremierOne Records queries to legacy CCAD and DCTS data warehouses.

This legacy data will be extracted from the existing CCAD and DCTS system by LAPD and be incorporated in to a SQL data warehouse supplied by LAPD that can be accessed via standard SQL tools. LAPD must also supply the database schema so the table relations can be understood. The PremierOne system will query the data warehouse for information regarding this data, during normal operations.

The legacy databases must be stored in LAPD supplied relational databases (hardware and software) external to the PremierOne system and Motorola Solutions must be able to link directly to the legacy databases from MS SQL Server.

1.4.5.2   Legacy Data Conversion

Motorola will provide PremierOne Records legacy data conversion of the following data.

1. Data conversion of LAPD DCTS case management data to PremierOne Records

2. Data conversion of LAPD CCAD open case data into PremierOne Records

Motorola Solutions will convert and extract the data specified above that exists in the LAPD legacy RMS system and then import to the PremierOne Records system. While Motorola Solutions is responsible for converting the specified data, it is critical that the LAPD assign a knowledgeable resource to this activity that will remain engaged throughout the migration process.

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The legacy databases must be stored in LAPD-supplied Microsoft SQL Server databases (hardware and software) external to the system and Motorola Solutions must be able to link directly to the legacy databases from Microsoft SQL Server.

Motorola Solutions does not provide any data clean up or manipulation of the provided data and conducts a single, one-time, bulk load of legacy data. The LAPD should conduct a comprehensive analysis of the data in the legacy systems to identify duplicate data/records, lost data, orphaned records, or records that have not been linked properly and resolve those issues prior to extracting the data to be converted.

1.4.6   Property & Evidence Solution

EvidenceOnQ™—the property and evidence management solution from FileOnQ, Inc.™—gives local and state agencies the power to manage, maintain, and track property and evidence from the crime scene to the courtroom. Combining low cost of ownership with a high degree of data security, EvidenceOnQ proves its value from the perspective of the agency, the IT department, and the individual user.

EvidenceOnQ™—was developed to ensure integrity in evidence management. With EvidenceOnQ, your property & evidence unit can:

- Streamline daily evidence management duties
- Reduce repetitive and error-prone manual tasks
- Increase the overall efficiency and time savings of the unit—ultimately, giving officers more time to do their jobs in the real world because they need much less time for paperwork

1.4.6.1   Administrative Desktop Client

The EvidenceOnQ administrative desktop client is a full-featured Windows application that allows users to access the system from the server. It provides all the functionality and tools to fully manage evidence and make administrative changes to the database.

- Add new items
- Print labels and reports.
- Transfer evidence to other locations individually and in groups
- Obtain a signature when transferring or releasing evidence
- Manage the lookup values, locations, users, and reports
- Assign permissions in user groups, including record security and field security
- Design barcode labels for items and locations
- Build and save custom queries
- Perform batch update edits to groups of records
- Create, perform, and store inventory projects

1.4.6.2   Customized Profile Screen

One of the most unique and appealing features of EvidenceOnQ is the patented Profiler tool. It provides an "off-the-shelf" software system that gives each agency the flexibility to determine the layout of their screen, known as the profile. The configuration of the profile will conform to the unique policies and procedures of each agency. Not only does it provide flexibility when the system is initially installed, the profile screen can be changed any time a need arises. FileOnQ provides the patented Profiler tool to the agency, who can make needed changes to the screen. This can be done at any time without permission from FileOnQ or incurring additional cost

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EvidenceOnQ provides the convenience of one screen for all transactions. This includes data entry, searches, scanning, checking items out, and transferring items in groups.

The screen example below shows some of the common data fields you may choose to include on your profile screen. Your profile will be configured to meet your needs and ensure all applicable data fields are brought over from P1.

Figure 1-6: Example of Profile Screen

1.4.6.3   Auto-assign Item Number

If agencies choose to use this feature, the EvidenceOnQ system will automatically assign the next sequential item number in the case. This eliminates the potential for duplicate item numbers in a case. The FileOnQ ProFiler allows agencies to enable this feature.

1.4.6.4   Control Fields

The partial screenshots below show the control field selections that enable (or disable) the dependent fields. The examples show a selection of currency, narcotics, and guns with applicable fields enabled. Fields that do not apply to the selected description are disabled, making entry easier and more accurate. Agencies may choose which enabled fields are optional and which are mandatory. For example, when entering a gun, the make and serial number are required, but the model is not.

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Drugs

Firearms

Money
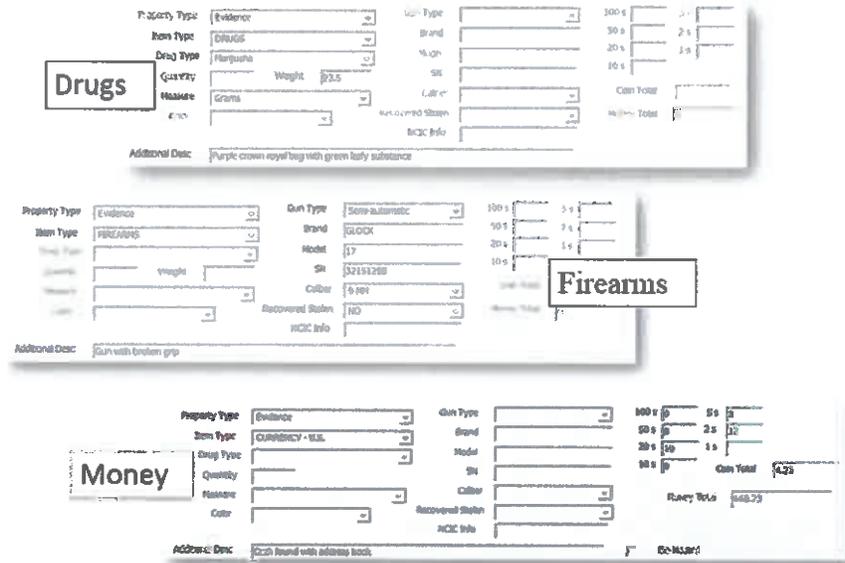
1.4.6.5   Barcode Tracking

One of the most powerful features of the EvidenceOnQ system is the use of barcode technology. It is faster and more accurate than any other form of tracking. Using a barcode will dramatically decrease the time it takes to retrieve a record from the database and document the transfer of that item to another location or status.

EvidenceOnQ provides the user with complete flexibility to design and print customized bar code labels. Any of the fields on the customized profile screen can be printed on the label. Customized location labels and location control sheets can also be easily designed and printed.

EvidenceOnQ also creates barcodes for locations. Including people, places, a status, or a disposition. Transactions can be performed without having to enter any hand type data from your keyboard. This allows the user to scan an item and then scan the location where it is to be transferred. It gives you fast, accurate, completely keyless transactions.

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Locations may also be assigned categories to filter and sort items. For example, by creating a location category such as FINAL, you can see all locations that represent evidence that are permanent releases such as *Destroyed, Returned to Owner, Auctioned,* etc. Any group of locations can be placed in a category to make searching and sorting much faster.
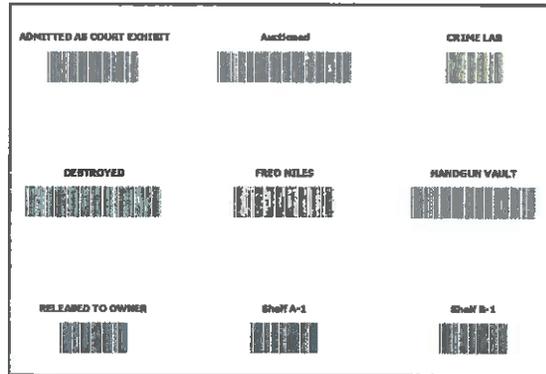
SCAN LOCATION BARCODE

SCAN BARCODES ON THE EVIDENCE

REPEAT FOR EACH LOCATION
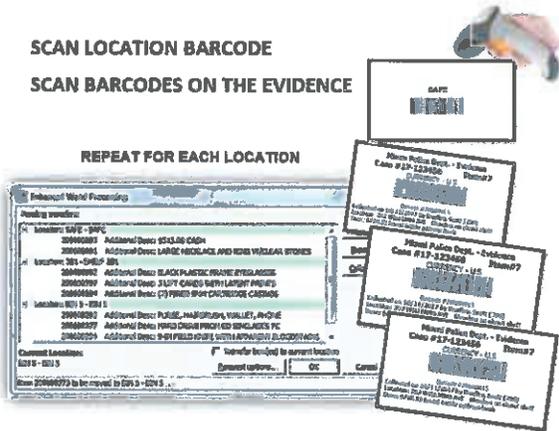
As evidence is moved to various locations, EvidenceOnQ automatically assigns the date and time in the unalterable audit trail. The audit trail provides a complete record of every action taken to the record from the time it was created. The User Login and User Name is also recorded with the name of the PC, the IP address, and the name of the person who logged in as the Windows user.

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1.4.6.6   Customized Toolbar

In the desktop client application, users can customize the standard toolbar by adding or removing icons. Users can also create additional "personal" toolbars containing shortcuts for functions they perform regularly. These toolbars themselves can be "dragged and dropped" anywhere on the EvidenceOnQ Profile. A "global" toolbar can be set for desktop, so the toolbar is standardized.

1.4.6.7   Signature Capture

The signature capture module allows signatures to be captured when transferring evidence. This eliminates the need to maintain signatures on paper. The system captures the digital signature and stores it in the unalterable chain of custody for each item that was scanned. A customized checkout receipt may be printed out at the end of each transaction if required.

1.4.6.8   Searches and Queries

Query-by-Example: Users can conveniently search directly from the customized profile screen. Any field or combination of fields can be searched using known information, unknown information, or partial information. For example, a search can be made for all Smith & Wesson guns recovered by a specific officer in 2028 where the suspect was a juvenile. There is virtually no limit to the combination of fields and number of searches that can be performed.

Query-by-Current Location: Searches can be run by current location or a combination of locations.

Query by date: This includes all date fields on the profile screen in addition to date created, last edit date, and last transfer date.

Query-by-Scan: This enables users to create a group by scanning the barcodes on the evidence. The user can then choose any number of actions such, as transferring them all to another location, creating letters to the owners, generating a list for a court order, printing a report, etc.

Query-by-text: This feature performs system-wide queries rather than field-specific. The user is prompted select a search for all data fields on the profile, all text in the free-form notes tab, all information in the check-out comments and names, and document keywords in the eDocs module. The results of the query shows how many times the

value was found, the field(s) where they were located, and enable the results to be put into a query set.

Custom Query Manager: Queries can be conveniently created, organized, updated, and run. Custom queries are virtually unlimited with variable criteria and can be categorized for organization. For example, queries can be set up for statistics, such as the number of items received, destroyed, or returned to owner. When the results of a query are displayed, the user has many options such as viewing the data in browse, producing it in a custom report (form), transferring the records to another location, or exporting the data to Excel.
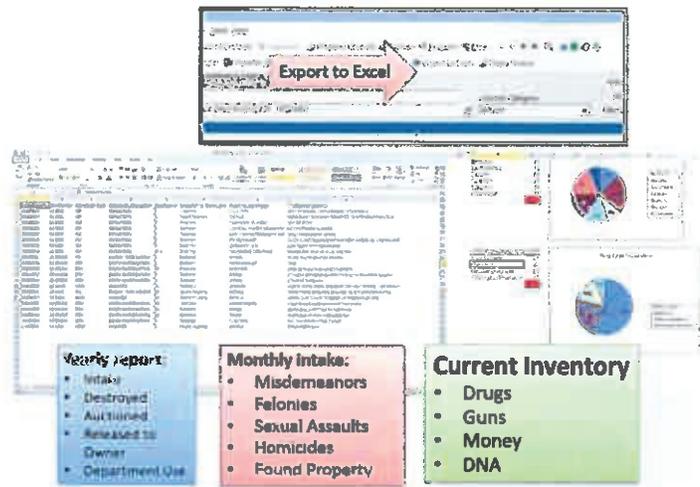
1.4.6.9   Notes Tab

The Notes Log enables agencies to create specific categories for entries. The entries are date and time stamped and show the user login. Users can choose to have the entries displayed vertically or horizontally. Notes Log entries cannot be edited or deleted by anyone and are fully searchable using the Query by Notes Log feature under the file menu.

1.4.6.10   Chain of Custody

Maintaining a solid chain of custody is one of the most important requirements in evidence management. EvidenceOnQ makes the chain of custody automated and unalterable. The system also generates a customized chain of custody report that makes trial preparation automated, accurate, and efficient.

1.4.6.11   Audit Trail

The audit trail for each record begins when the item is created. EvidenceOnQ automatically documents the date, time, and user in the unalterable audit trail for each record. It continues by documenting the same for each transfer, edit, or request made to that record. In addition to the function performed, it also contains the old and new values, user login and name, and the name of the computer, IP address, and Windows user login.

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1.4.6.12 Custom Reports

Custom reports/forms are produced after performing any type of query, making them dynamic and versatile. With the unlimited field data selection options for queries, there is no limitation to the reports that can be run. FileOnQ uses Crystal Reports to develop these forms, however the end user is not required to have any Crystal license or expertise because the reports are run from within the application. The following examples show the query that can be performed and the custom report that is generated with the information. We will work with your agency to design your custom reports to meet your needs.

Property Report – The property report generated from EvidenceOnQ lists all items associated with a case, the corresponding barcode, and pertinent information for each item.

Checkout Receipt

When items are transferred using signature capture, the system prompts the user to generate a transfer receipt. If the user chooses not to print a receipt, the signature can still be printed at any time in the future in the chain of custody report.

Chain of Custody

EvidenceOnQ will produce the chain of custody for one or multiple items. Each item shows a complete, unalterable history of for the item. Included in the chain of custody are all dates, times, users, and any associated signatures for each transaction.

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Auction Manifest

Agencies using PropertyRoom.com as their auction company will benefit from the auction manifest built into the EvidenceOnQ. Items ready for auction will be generated into the manifest with just one click.

Owner Notification Letter

EvidenceOnQ will produce letters to owners informing them their property is available to pick up. The system will produce the appropriate address and claim information depending on where the property is being stored.

System Description

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1.4.6.13 History

The History tab displays a list of all the **changes** that have been made for a record. These fields are non- editable and view-only. For example, if a user changed the weight of the narcotics from 52.4 grams to 5.24 grams, it would show the person who made the changes, the date and time, the IP address, and the old and new values.
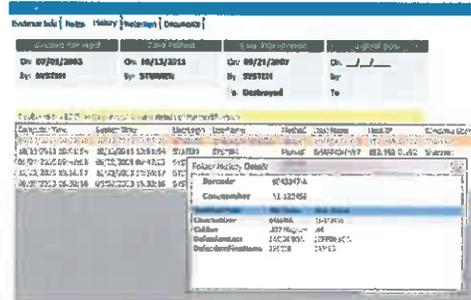
1.4.6.14 Worklist Management

The Worklist feature allows users to create and save a group of items with a common task. For example, evidence to be pulled for destruction, evidence waiting to go to the lab, items pending officer review, or narcotics to be put into a court order, etc. This allows a user to work on a large project as time permits and continue to add to the ongoing work list. The list can be recovered when the project is ready to be finished. This collection is associated with a user's login and is preserved even if the user logs off.

1.4.6.15 Request Module

The Request Module gives officers the ability to submit a request to the evidence personnel for a variety of reasons. For example, a request may be submitted to pick up evidence for court, check out for viewing, or to authorize the release. Many agencies use this feature for their officers to authorize the disposition of property, eliminating the need for paper authorization to be maintained. The requests are permanently documented in the audit trail of each item.
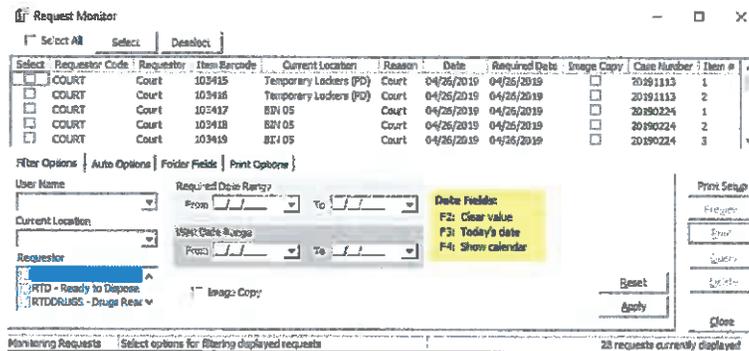
Requests are immediately displayed on the Request Monitor. This provides the property room personnel the ability to view, sort and print "pull lists" to fill incoming requests. The Request Monitor can be configured to automatically refresh at set intervals and filter requests by certain criteria. The Request Monitor can be left running in a separate window while working in EvidenceOnQ or other applications.

System Description

1.4.6.16   Security and Policy Management

The EvidenceOnQ system requires a User ID and password to log in. (Large agencies may choose to purchase our optional integration with Active Directory.) A system administrator can create groups and grant or deny permission to group members. System policies can also be set for password expiration (or non-expiration), minimum password length, failed log-in attempts, strong passwords, and session control logout for inactivity.

Additional options for user groups include:

- **Record Access** – Agencies may choose to limit user groups from viewing records. Evidence in specific cases can be restricted if they are highly sensitive or confidential. Large agencies often create groups to restrict the view of evidence by the type of crime such as homicide, sexual assaults, etc.
- **Field Access** – Fields on the customized profile screen can be disabled for user groups. If a field is restricted, the user group does not see the field.
- **Report Access** – Each user group is given access to specific reports. For example, officers may need access to the property report and chain of custody, however the evidence personnel would also need to also access the owner letter and auction manifest.
- **Notes Log Subjects** – Agencies can determine what Notes Log subjects can be used and viewed by members of a group.
- **Document Access** – For agencies that have the eDocs module, user groups are given specific permission to view, upload, or download specific document types.

1.4.6.17   Retention Module

One of the biggest challenges in evidence management is determining when an item is available for destruction, return to owner, auction, etc. Purging items from the evidence room is a lengthy, laborious process. The retention module enables agencies to set a review or disposal date on evidence in accordance with their policies or statutes. EvidenceOnQ will auto-assign the review date based on the type of crime. The review date can be modified throughout the process if certain cases are delayed in court or are pending appeal.

1.4.6.18 Data Import, Export, Mapping and Validation

The import utility allows records to be imported from other data sources. EvidenceOnQ comes standard with a fully configurable import utility that can match field for field from any ASCII delimited data file, which is then imported into the EvidenceOnQ system. This can be done as an automated, scheduled import or an import on demand. The export utility allows users to create, save, and run any number of export routines. All imports that are run, whether manual or unattended, produce a log file. Any records that fail the import validation process will be listed in the log. All import logs are stored with a date and time stamp and can be viewed through the Import Log View. Any data can be exported from the EvidenceOnQ database.

1.4.6.19 Batch Update

EvidenceOnQ allows for data to be changed or updated in a group. For example, if evidence is logged under the wrong case number, the items can be queried into a group, and the case number changed all at once. Any field or combination of fields on the profile screen can be changed using the Batch Update feature. Additionally, the retention code, review date, or retention comments can also be changed using this feature.

1.4.6.20 Inventory Module

The inventory feature enables projects to be created and paused, leaving the project open until it is finished. The detailed inventory report shows specific details about the report: the items missing, all items accounted for, and items that do not belong in that location. Comments may be added to the inventory, allowing users to document any corrections or clarifications needed. All comments are date and time stamped to preserve the integrity of the inventory,

EvidenceOnQ maintains a history of the inventories completed. An inventory history is also be maintained for each item, documenting how many times it was inventoried and the status of the item at the time of the inventory.

1.4.6.21 Legacy Property and Evidence Data Migration

Property and Evidence data (up to 240 million records) will be imported from the existing legacy property and evidence system. This includes data mapping, set up, testing, and import. LAPD will do data clean up as necessary. The legacy databases must be stored in LAPD-supplied Microsoft SQL Server databases.

1.5 Service Solutions

The following sections provide brief descriptions of service solutions delivered as part of the PremierOne offering.

1.5.1 PremierOne Records Lobby Page Customizations

As part of the PremierOne Records provisioning, Motorola will provide a hyperlink on the PremierOne Records Lobby page to navigate to the Aeon Nexus case management system.

1.5.2 Legacy Data Access or Data Migration

It is a very common desire for agencies when migrating to new systems to preserve and utilize the data contained in the legacy systems. There are two types of data that will be accessed or migrated and each type will be treated differently.

The first type of data is configuration data. This consists of code tables and other lists from the existing RMS system. This would include data such as unit identifiers, incident types, personnel information. These data types may either be imported into the PremierOne system or manually entered during the provisioning process. For those tables to which data can be imported, Motorola will provide spreadsheets to LAPD personnel. LAPD will export the data from the existing system, transform it as needed to match the provided spreadsheets. Motorola will then use the spreadsheets to import the data during provisioning. Data that will be manually entered during the provisioning process is gathered by the LAPD and recorded on provisioning worksheets.

The second type of data is historical data. This consists of the transactional data that is a record of events / incidences that were recorded in the existing RMS system. This would include data such as incident information, unit history information, messaging information.

Below are the strategies being offered to accommodate access to this historical data.

1.5.2.1 Legacy RMS Data to PremierOne Records Import

Motorola Solutions will convert and extract the data specified in the table below that exists in the LAPD legacy RMS system and then import to the Records system. While Motorola Solutions is responsible for converting the specified data, it is critical that the LAPD assigns a knowledgeable resource to this activity that will remain engaged throughout the migration process.

The legacy databases must be stored in LAPD-supplied Microsoft SQL Server databases (hardware and software) external to the system and Motorola Solutions must be able to link directly to the legacy databases from Microsoft SQL Server.

Motorola Solutions does not provide any data clean up or manipulation of the provided data. The LAPD must conduct a comprehensive analysis of the data in the legacy systems to identify duplicate data/records, lost data, orphaned records, or records that have not been linked properly and resolve those issues prior to extracting the data to be converted.

Table 1-6 - Records Migration Table

Records Documents to be Migrated	Max # of Records
Citations	5,000,000
Sex Registrants	1,000,000
Field Interviews	3,000,000
Property and Evidence	240 million
Case Management	1,000,000
Open Cases	1,000,000

1.5.2.2   Convert on Demand Tool

When the need arises to import legacy RMS data into PremierOne Records Motorola Solutions can offer the alternative approach of Convert on Demand (CoD). CoD is a PremierOne Records tool that can connect to a Microsoft SQL Server database and would be configured to read the legacy database records.

The LAPD could inspect the records to determine if they need to be imported into PremierOne Records. If needed, that record or multiple records could be imported into PremierOne Records on an as-needed basis.

The legacy databases must be stored in LAPD-supplied Microsoft SQL Server databases (hardware and software) external to the PremierOne system and Motorola Solutions must be able to link directly to the legacy databases from Microsoft SQL Server.

1.5.3   Intelligent Data Discovery Services (IDD) for Records

Records IDD Services include instruction in the use of advanced SQL Server Reporting Services (SSRS) features, which will allow for the connection, extraction, and display of data from Records in tailored and customized dashboards.

IDD's use of Microsoft's SSRS employs the data to generate and securely share online dashboards and reports, initiate searches and mine data. The IDD services for Records include the following dashboards:

- Three (3) Tailored Standard Dashboards
  - Master Index Search Dashboard
  - Records CompStat Dashboard
  - Records major Crimes Dashboard

- Two (2) Customer defined Dashboards (built during IDD Training and limited to data existing in the system Records dataset)
- Two (2) days of consultative services pertaining to reports and dashboards for Records
- Three (3) days of Records Intelligent Data Discovery (IDD) Training (*Additional dashboards are built during the training class)

A single copy of each of the Standard IDD dashboards will be tailored per the provisioning of the Records system, and delivered to the site. Records IDD is limited to data existing in the system records dataset. Microsoft's SSRS is a reporting and report distribution application. A map view of the data, such as location of Incidents, may be produced as part of the report output, but, with no interactive mapping ability. Total system capacity for IDD is dependent upon the total number of concurrent reports being requested from the Records reporting data warehouse server. Final system capacity is dependent upon final design and report types being generated on a concurrent basis.

1.5.4   PremierOne Custom Reports/ACT

Motorola will develop the following custom reports against the PremierOne CAD and Records Reporting Data Warehouse (RDW) using Microsoft's SQL Server Reporting Service (SSRS).

The LAPD is responsible for providing clean printed copies of blank report forms. The creation of printed forms and reports has been quoted assuming clean, printed copies of blank forms and reports are available. If forms and reports are not provided in a format that can be scanned to produce an acceptable printed copy, additional services may be required resulting in additional charges.

Table 1-7 – PremierOne Custom Reports/ACT

Form	Print Form	Form Must Remain Visually the Same as Dept. Form
Preliminary Investigative Report (PIR)	Yes	Yes
Preliminary Investigative Report - Citizen Copy	Yes	Yes
Preliminary Investigative Report (PIR)	Yes	Yes
Preliminary Investigative Report - Citizen Copy	Yes	Yes
Preliminary Investigative Report - Officer Copy	Yes	Yes
Preliminary Investigative Report Follow Up	Yes	Yes
Preliminary Investigative Report Follow Up - Officer Report	Yes	Yes
Arrest Report	Yes	Yes
Continuation Sheet PIR	Yes	Yes
Continuation Sheet PIR – Officer Copy	Yes	Yes
Continuation Sheet Arrest Report	Yes	Yes
Continuation Sheet Property	Yes	Yes
Continuation Sheet Field Interview	Yes	Yes
Continuation Sheet CHP 180	Yes	Yes
Property Report - PIR	Yes	Yes

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Form	Print Form	Form Must Remain Visually the Same as Dept. Form
Property Report – Officer Report	Yes	Yes
Property Sheet Report	Yes	Yes
Field Interview	Yes	Yes
Citation - Department Copy	Yes	Yes
Citation - Officer Copy	Yes	Yes
Citation Report – Violator Copy	Yes	Yes
CHP 180 – Department Copy	Yes	Yes
CHP 180 Tow – (OPG) Copy	Yes	Yes
CHP 180 – Registered Owner Copy	Yes	Yes
AARC Valley	Yes	Yes
AARC Non-Valley	Yes	Yes
Return A	Yes	Yes
Homicide	Yes	Yes
LEOKA	Yes	Yes
Domestic Violence	Yes	Yes
Arson	Yes	Yes
Anti-Reproductive Rights Crimes	Yes	Yes
Monthly Arrest & Citations Register	Yes	Yes
Gladys R. Questionnaire, In House Form 20	Yes	Yes
Request For Confidentiality Of Information, Form	No	No
Victim's Supplemental Property Loss Report	Yes	Yes
Death Investigation Report	No	No
Missing Persons Report	Yes	No
Missing/Found Persons Investigation Report	Yes	No
Driving Under The Influence Arrest Report	Yes	No
Juvenile Arrest Supplemental Report	No	No
Private Person's Arrest Statement Form	Yes	No
Drug Influence Evaluation Report	No	No
Combined Arrest /Evidence Report	No	No
Firearms Supplemental Property Report	No	No
Property Receipt	Yes	Yes
Receipt For Property Taken Into Custody	Yes	Yes
Booking Approval Form	Yes	No
Continuation Sheet	No	No

Form	Print Form	Form Must Remain Visually the Same as Dept. Form
Notice Of Stored/Impounded Vehicle Form	Yes	Yes
Domestic Violence Supplemental Report	Yes	No
Vehicle Report	Yes	Yes
Traffic Collision Report Form Set (CHP 555)	Yes	Yes
Traffic Collision Report Property Damage Only	Yes	Yes
Truck/Bus Collision Supplemental Report	Yes	Yes
Traffic Collision Narrative Supplemental CHP 556	Yes	Yes
Suspected Child Abuse Report (SCAR)	Yes	Yes

1.6   Third-Party Applications

1.6.1   CommSys CLIPS

CommSys CLIPS is a stand-alone, full terminal product allowing full access to available State/NCIC/NLETS transactions currently supported by the county switch.

CLIPS™ provides access to all CJIS transactions and delivers information when and where it is needed. Through dispatch, records and mobile environments CLIPS™ allows agencies the opportunity to easily access the information needed to do their jobs.

CLIPS™ is specifically designed to comply with various state, regional and national requirements to provide full terminal access for inquiries, entries, modifications, administrative messaging, hit confirmations, etc., via the relevant state message switches.

CLIPS™ assists public safety solution providers to affordably manage the ever-changing requirements brought about by heightened security issues, state compliances, NCIC 2000 and on-going technology upgrades. It also provides an easy-to-use tool and process for the provider to administer and configure devices and access permissions securely.

Key Benefits
- Browser based CJIS Terminal
- Compliments CAD/RMS Software
- Granular user access/control
- Scalable from 1 to 500 users
- Virtualizes Agency Management and Control
- On-going Development/Upgrades

Key Features
- Quick reference drop-down tables
- Re-use forms for multiple entries
- Favorite forms and system forms

- Multi-Agency ORI available as drop-down
- Page back potion to complete/repair content

Motorola has included 200 CommSys CLIPS licenses in our proposal.

1.7 System Architecture

The PremierOne Records system will be deployed within the existing LAPD PremierOne CAD hardware environment, including re-configuration of the current LA Port PremierOne Records server into the LAPD PremierOne CAD server cluster. The existing LAPD PremierOne CAD performance will not be degraded by the addition of the PremierOne Records system, however performance is still subject to the initial system sizing constraints.

The PremierOne system sizing is based on the anticipated usage of the application software at the time of system deployment, including a maximum of 5000 concurrent mobile devices of any type. Any increases in server-side hardware capacity required by the addition of PremierOne client licenses via the enterprise site license, are not included.

The hardware environment will include the additional interfaces presented in this system description.

The PremierOne Report Data Warehouse currently located at LA Ports will be migrated to the LAPD PremierOne CAD hardware environment.

1.8 Workstation Specifications

Workstation specifications are representative of workstations used in the testing of the latest release of system software and do not take into account any other applications.

Future releases of the system may dictate changes to the workstation specifications. Each agency should consider their own technology replacement lifecycles and policies for specific purchase decisions.

1.8.1 PremierOne Mobile and Records Mobile Workstation Recommended Specifications

The City is responsible for the deployment and operation of PremierOne Mobile and PremierOne Records Mobile applications on the existing CPUs.

Below are the recommended workstation specifications for PremierOne Mobile and Records Mobile for optimal performance.

Table 1-8 - Mobile Workstation Recommended Specifications

Component	Description
Device	Modern "business grade" or "ruggedized" Windows notebook
Processor	Multi-core processor (i5 or higher, 4-thread, 2.6 Ghz +), Intel® CoreTM or newer Intel® Series

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Component	Description
RAM Memory	16 GB or more RAM (4 GB must be available for PremierOne Mobile)
Available Disk Space	20 GB or more available disk space; SSD (Solid State Drive) recommended
Operating System	Windows 10 Professional or higher (64-bit recommended)
Wireless Communications	3G minimum, 4G/5G highly recommended
Display	1024 x 768+ pixel resolution display minimum, 16+ bit color display, 11.6" or larger display. Usage on devices with alternative resolutions and smaller screens should be tested and screen settings optimized. Example: On a 10.1" WUXGA screen, use a resolution of 1280 x 800 and a font size of 125%.
Keyboard	Standard QWERTY keyboard and Touchpad / Point Stick (or equivalent mouse device) Touchscreen Optional

The following are required .NET Framework versions that need to be installed in the workstations:

- Microsoft .NET Framework v4.8.

Software Prerequisites for PremierOne Mobile

- .NET Framework 4.8 or higher
- Adobe PDF reader (for help files)
- Microsoft SQL Server Express 2017

Software Prerequisites for PremierOne Mobile Mapping

- ArcGIS Engine 10.6.1 for Classic Map
- Microsoft Visual C++ Redistributable for Visual Studio 2017

1.8.2 PremierOne Records Workstation Recommended Specifications

Table 1-9 -PremierOne Records Workstation Recommended Specifications

Component	Description
Processor	2.0 GHz or better processor
RAM Memory	2 GB or more of memory
Display	1024 X 768 or higher pixel, 16+ bit color display
Keyboard-Mouse	QWERTY Keyboard
Touchscreen	Optional

The following are required .NET Framework versions that need to be installed in the workstations:

- Microsoft .NET Framework v4.8.

1.9   TCP/IP Network and Data Center Requirements

1.9.1   LAPD Network Requirements

Motorola Solutions' system requires TCP/IP protocol for connectivity. All servers and workstations will connect to the LAPD's existing network. The LAPD will provide access to facilities and a dedicated resource knowledgeable on the LAPD's WAN/LAN.

The LAPD will supply IP addresses and a mechanism for maintaining IP persistence. Desktop, Mobile, and Handheld clients require a persistent IP address from the time the application is opened to the time the application is closed.

PremierOne Records Client Network Requirements

Records is dependent on the LAPD's LAN for client workstation performance. The estimated bandwidth requirements between server and a records client can vary based on the activity of the user. It is when documents are being requested or submitted and searches are being performed, is when network bandwidth is required. During data entry, network requirements are minimal. Peak load events (e.g., login) require higher bandwidth and higher bandwidth will generally be required for sites with higher quantities of users and higher frequency data intensive operations including image display.

PremierOne Mobile and Records Mobile Client Network Requirements

Records Mobile is designed for 3G and 4G networks. 3G network connectivity is required and 4G connectivity is highly recommended. The LAPD will need to provide 3G/4G wireless network infrastructure and connectivity with routing between the Mobile clients. Mobile workstations require a persistent IP address from the time the application is opened to the time the application is closed. A persistent IP address can be accommodated in many ways including static IP, DHCP reservation, permanent DHCP lease, or with middleware such as RadioIP and NetMotion. The LAPD will need to supply IP addresses for Mobile clients.

Motorola Solutions encourages the LAPD to test and evaluate the level of service being provided by their carriers on a regular basis. This is to validate mobile applications will be not affected by provider changes.

1.10   CJIS and Compliance

At Motorola Solutions we believe compliance is a team effort. As our customers' partner in compliance, we are committed to employing privacy and security protocols that enable our customers to comply with the most stringent legal and regulatory requirements. In addition, we build on a strong foundation with an architecture (both Azure and on premise) designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

System services are designed to use FIPS certified technologies to protect data at rest and in transit. PremierOne services utilize FIPS compliant Transport Layer Security (TLS) 1.2 protocol with AES 256-bit message encryption to establish secure communication with PremierOne Records and Records Mobile Clients.

Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of customer data, comprehensive third

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party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports will be available in early 2021. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) will be available in mid-2021. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations have been completed.

Motorola Solutions understands our customers' critical need to safeguard the lifecycle of Criminal Justice Information. To support that need, Motorola Solutions designs its products and services to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and we commit to the terms of the CJIS Security Addendum. With a dedicated team of CJIS compliance professionals, we assist our customers' through administering and coordinating CJIS compliant personnel credentialing, providing documentation assistance in connection with CJIS audits and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

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Section 2

Statement of Work

2.1   Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions ("Motorola") system as presented in this offer to the City of Los Angeles Police Department (hereinafter referred to as "LAPD"). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners (if included in scope).

This Statement of Work defines the activities associated with the delivery of Phase 1 as outlined in section 1. Phase 1 activities commence with Award, Administration and Project Initiation, and conclude with Project Closure. All subsequent phases will be delivered as part of punch-list resolution.

All parties recognize that the SOW is not necessarily formatted chronologically with contractual obligations defaulting to the Project Schedule.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the LAPD and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work be performed remotely. LAPD will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola and LAPD will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Both parties via the change provision of the Agreement will agree upon any changes to the Project Schedule.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors' SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

2.2   Award, Administration and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and LAPD.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with LAPD Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the LAPD Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

2.3 COVID-19 Protocols

The safety and well-being of our employees, customers, partners, and suppliers remains our top priority. To this end, Motorola's deployment methodology relies on many tasks being performed remotely. However, some tasks may require Motorola resources to be onsite at city facilities. While traveling to, and while onsite, Motorola resources will adhere to all local, State and Centers for Disease Control (CDC) guidelines and protocols, including required personal protective equipment. All in-person site visits shall be scheduled in advance with the LAPD project manager.

The LAPD shall also be expected to provide a safe working environment for Motorola employees required to perform onsite activities, and similarly follow COVID safety protocols while working with Motorola employees.

Motorola Solutions has adopted a COVID-19 Vaccine Policy to comply with the requirements of the U.S. Government Executive Order requiring that Federal Contractors ensure that their employees are vaccinated against COVID-19 by Jan. 4, 2022.

2.4 Project Management Terms

The following project management terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of Motorola and LAPD.

Project Management Plan is composed of the Communications Management Plan, Risk Management Plan, and Change Management Plan that provide the criteria for managing those tasks within the project.

2.5 Schedule

Implementation of this project will proceed in accordance with a project schedule that is jointly approved by the Motorola Solutions and the LAPD project managers during the project initiation phase. The mutually agreed upon project schedule will become the governing project schedule for the project.

Motorola Solutions' project and resource managers utilize Planview™ Enterprise for workforce planning and scheduling, and project planning and management. Planview Projectplace™ allows online collaboration with LAPD's PM and project teams. Projectplace allows customers to remotely connect from any computer or smartphone to track activities and progress, share files and documents, communicate with team members, and collaborate with stakeholders. There is no cost to LAPD to use Planview.

As part of initial project kickoff activities an introduction to the use of Projectplace will be provided. The Motorola Solutions Project Manager will work with the LAPD Project Manager to finalize the project schedule to include the contracted project scope, Motorola Solutions and LAPD resource allocations, as well as any scheduling constraints or dependencies.

The project schedule is highly reliant upon timely completion of customer tasks and responsibilities. Some customer tasks are identified as critical tasks. These tasks must be completed within the specified timeline or the project may be delayed. These tasks are identified in the SOW and will include a completion timeline.

2.6   Change Control

The change control process covers contract changes to the Agreement and defines the procedures by which the project scope may be changed. It includes the documentation, tracking systems, and approvals necessary for authorizing changes.

The intent of the change control process is to ensure concurrence between the LAPD and Motorola on any changes to the contract baseline as documented in the Agreement.

Changes to the contract may originate for several of the following different reasons:

- Addition/deletion to scope of Project
- Complaint requiring action
- System design change
- Requirement change
- Functional change
- Milestone Payment change
- Procedural change spelled out in the contract
- Supplier change of equipment
- Alternate equipment or solution being proposed
- Schedule changes
- Modification to the Terms and Conditions of the contract

The Motorola PM reviews the requested change with the LAPD PM to determine the proper course of action necessary to respond to the requested change. This review may involve resources from Contracts, Engineering, and/or key subcontractors (if applicable) to properly evaluate and respond to the merits of the change. An evaluation usually determines whether a proposed change is feasible, meets the intent of the change, is accurately priced, and tests for acceptance of the change by both parties involved. Change orders may result in price increases, may be price neutral, or may decrease the price.

Change orders must be authorized and executed by the LAPD and Motorola before work on the change order can begin.

2.7   Completion Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. LAPD task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

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The LAPD will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable.

The service completion will be acknowledged in accordance with the terms of Master Customer Agreement and the service completion date will be memorialized by Motorola and LAPD. Software system completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

2.8 Project Roles and Responsibilities Overview

2.8.1 Motorola Project Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web-conference or other remote method in fulfilling its commitments as outlined in this Statement of Work. Motorola project team resources will be onsite at the LAPD location when fulfilling commitments that are crucial to project success as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. One or many resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

1. Manage the Motorola responsibilities related to the delivery of the project.
2. Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
3. Manage the Change Order process per the Agreement.
4. Maintain project communications with LAPD.
5. Identify and manage project risks.
6. Collaborative coordination of LAPD resources to minimize and avoid project delays.
7. Measure, evaluate, and report the project status against the Project Schedule.
8. Conduct remote status meetings on mutually agreed dates to discuss project status.

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9. Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.

10. Provide timely responses to issues related to project progress.

Application Specialist

The Motorola Application Specialist will work with the LAPD project team with system provisioning. The Application Specialist's responsibilities will include:

1. Provide consultation services to LAPD regarding the provisioning and operation of the Motorola system.

2. Provide provisioning training to LAPD to provide the knowledge to set up and maintain the system.

3. Complete the provisioning ownership handoff to LAPD.

4. Complete the project-defined milestones and tasks as defined in this SOW. Provide product training as defined by this SOW and described in the Training Plan.

GIS Analyst

The Motorola GIS Analyst specializes in geographical information technology. Responsibilities of the Motorola GIS Analyst include:

1. Perform the GIS analysis on LAPD CAD formatting.

2. Provide the results of the GIS analysis based on the requirements of the Motorola GIS Build Requirements document.

3. Provide instruction on the use of GIS as it pertains to the Motorola Records system.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include:

1. Confirmation that the delivered technical elements meet contracted requirements.

2. The delivery of interfaces and integrations between Motorola products.

3. Remain engaged throughout the duration of the delivery.

Dedicated on Onsite System Administrator(s)

Included in the contract, Motorola will provide two (2) dedicated onsite administrators. One will be focused on application administration, and the other on infrastructure. The Application Administrator(s) manage the provisioning maintenance and code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Business Process Review (BPR) stage of the project. They will attend provisioning and train-the-trainer training and remain engaged throughout the project.

Complete responsibilities of the Dedicated Onsite Administrators are outlined in the Dedicated Onsite Resource Statement of Work in the Customer Support Plan.

The Application Administrator's responsibilities include:

1. Participate in overall delivery and training activities alongside LAPD staff.

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2. Participate with the SMEs during the BPR, provisioning process, and training.

3. Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.

4. Obtain inputs from other user agency stakeholders related to business processes and provisioning.

5. Assume maintenance and administration of the PremierOne system commencing at LAPD's beneficial use of the system.

The Infrastructure's Administrator's responsibilities include:

1. Participate in final installation and configuration of the system.

2. Assist the Motorola deployment team with validation and cutover activities.

3. Assume maintenance and administration of the PremierOne system commencing at LAPD's beneficial use of the system.

Customer Success Advocate

A Customer Success Advocate will be assigned to the LAPD post Go Live event. By being LAPD's trusted advisor, the Customer Success Advocate' responsibilities include:

1. Assist LAPD with maximizing the use of their Motorola software and service investment.

2. Actively manage, escalate, and log issues with Support, Product Management, and Sales.

3. Provide ongoing customer communication about progress, timelines, and next steps.

4. Liaise with LAPD on industry trends and Motorola evolutions.

Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of LAPD's system(s) as defined in Customer Support Plan.

2.8.2   Customer Project Roles and Responsibilities Overview

The success of the project is dependent on early assignment of key LAPD resources. In many cases LAPD will provide project roles that correspond with Motorola's project roles. It is critical these resources are empowered to make provisioning decisions based on LAPD's operational and administration needs. The LAPD project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation.

Project Manager

The Project Manager will act as the primary LAPD point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the LAPD's subcontractors. In the event the project involves multiple agencies, Motorola will work exclusively with a single LAPD assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include:

1. Communicate and coordinate with other project participants.

2. Manage the LAPD project team including timely facilitation of efforts, tasks, and activities.

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3. Maintain project communications with the Motorola Project Manager.

4. Identify the efforts required of LAPD staff to meet the task requirements and milestones in this SOW and Project Schedule.

5. Consolidate all project-related questions and queries from LAPD staff to present to the Motorola Project Manager.

6. Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.

7. Ensure any LAPD or third party resources needed or requested for specific project meetings are available and able to attend.

8. Measure and evaluate progress against the Project Schedule.

9. Monitor the project to ensure resources are available as scheduled.

10. Attend status meetings.

11. Provide timely responses to issues related to project progress.

12. Liaise and coordinate with other agencies, LAPD vendors, contractors, and common carriers.

13. Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.

14. Ensure LAPD **vendors'** adherence to overall Project Schedule and Project Plan.

15. Assign the personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for PremierOne and one or more representative(s) from the IT department.

16. Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates as well as approve and release payments in a timely manner.

17. Provide building access to Motorola personnel to all LAPD facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel if required for access to facilities.

18. Ensure remote network connectivity and access to Motorola resources.

19. As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.

20. Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.

21. Ensure a safe work environment for Motorola personnel.

22. Provide signatures of Motorola-provided milestone certifications and Change Orders within five (5) business days of receipt.

Transformation Lead

The Transformation Lead, who may or may not be your Project Manager, must be able to holistically represent your organization and be able to work cross functionally between Motorola, your organization, and all stakeholders involved in the delivery of your new system. The Transformation Lead must be empowered to acknowledge the resource and time commitments required of your organization and authorize Motorola to proceed with scheduling the Project Kickoff event.

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System Administrator

The System Administrator provides assistance and oversite of the Motorola Infrastructure Administration for technical maintenance and administration of the system as defined in the Customer Support Plan (CSP).

Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and LAPD code tables required to enable and maintain system operation. For this project, Motorola will provide these resources (See "Dedicated Onsite System Administrator(s)" under 2.8.1 above). However, LAPD should still appoint resources to supplement provisioning maintenance or provide oversight of the Motorola-provided Administrators. The LAPD's Application Administrator's involvement will start at the Business Process Review (BPR) stage of the project. They will attend Provisioning and train-the-trainer training and remain engaged throughout the project to ensure they are able to maintain the provisioning post LAPD Provisioning handoff.

The Application Administrator's responsibilities include:

1. Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
2. Participate with the SMEs during the BPR, provisioning process, and training.
3. Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
4. Obtain inputs from other user agency stakeholders related to business processes and provisioning.

GIS Administrator

The GIS Administrator is responsible for the development and maintenance for all of the GIS data used in the Motorola system. Must have working experience with ESRI software including ArcDesktop and ArcPro. The Administrator should also have knowledge of model builder, toolbox tools, Network Analyst, and general database structures. Duties for this resource would include: providing data in the correct schema; developing, maintaining and updating GIS data; support the GIS elements used in Motorola Solutions software; keep in regular communication with the other administrative resources.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with the Business Process Review (BPR) and analysis, the provisioning process, including making global provisioning choices and decisions, and training. These members should be experienced users in the working area(s) they represent, i.e. dispatch, patrol, etc., and should be empowered to make decisions related to provisioning elements, workflows, screen layouts, etc.

IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are LAPD's educational monitors.

2.8.2.1   Provisioning Team

The success of the project is dependent on early assignment of key customer resources. The LAPD will be expected to assemble a provisioning team of up to eight (8) super users/subject matter experts (SMEs). These users should represent the end-users of the applications, including patrol, investigators and records personnel. It is critical these resources are empowered to make provisioning decisions based on the LAPD's operational and administration needs.

Motorola's Application Specialists (AS) will provide Provisioning training to these SMEs. This training is detailed in the Training Plan in Section 3. This training, as well as guidance from the Motorola AS, will enable the SMEs to make decisions on how to functionally configure the applications and workflows. Motorola will then use these documented processes to provision the applications.

2.8.2.2   General LAPD Responsibilities

In addition to the LAPD Responsibilities stated elsewhere in this SOW, LAPD is responsible for:

1. All LAPD-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment.
2. Configuration, maintenance, testing, and supporting the third-party systems the LAPD operates which will be interfaced to as part of this project. LAPD is responsible for providing Application Programming Interface (API) documentation to those systems that document the integration process for the level of interface integration defined by Motorola.
3. Initiate, coordinate, and facilitate communication between Motorola and LAPD's third-party vendors as required to enable Motorola to perform its duties.
4. Active participation of LAPD Subject Matter Experts (SME's) in project delivery meetings and working sessions during the course of the project. LAPD SMEs will possess requisite knowledge of police operations, workflows and legacy system(s) and possess skills and abilities to operate and manage the system.
5. Work with Motorola to provision LAPD code tables and GIS data. This information must be provided in a timely manner in accordance with the Project Schedule.
6. Electronic versions of any documentation associated with the business processes identified.
7. Providing a facility with the required computer and audio-visual equipment for training and work sessions as defined in the Training Plan.
8. Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable LAPD-provided alternate remote conferencing solution.

2.8.3   Escalation Process

Motorola ensures that the LAPD will have an active and aggressive resolution process if a project issue or dispute occurs. When an issue arises, the first point of contact should always be the Motorola PM assigned to the project.

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In the event that the issue is not resolved to the LAPD's satisfaction, the PM is to identify the issue in writing to the appropriate Territory Resource Manager (TRM). The TRM will propose a solution within 5 business days and may engage additional support resources as needed.

If an agreement on the proposed solution between the parties is not reached, then the issue will be immediately escalated by the TRM to the Regional Director of Software Services (RDSS). The RDSS will propose a solution to the issue within 5 business days and may engage engineering, sales or product management as needed.

If an agreement on the proposed solution between the parties is not reached, then the issue will be immediately escalated by the RDSS to the Vice President of System Integration Services. If an agreement on the solution between the parties is not reached at this level within 5 business days, then the dispute resolution procedure in the Contract will be followed.

At any time during the above process, the customer may elect to escalate their concerns through their local account manager and/or the sales account management leadership.

2.9　Project Planning

A clear understanding of the needs and expectations of both Motorola and LAPD are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project specific information that is required to set clear project expectations and guidelines, create the Project Management Plan, project schedule and set the foundation for a successful implementation. Examples of specific information that is gathered include the Business Process Review Agency Pre-Kickoff Survey (a survey that is sent to LAPD to collect agency-specific information such as dispatch logistics, communication center information, operational process, and workflow.).

2.9.1　Project Planning Session - Teleconference/Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include:

1. Review the Agreement documents.
2. A summary review of the contracted applications, query(ies) and interface(s), and bill of materials.
3. Review project delivery requirements as described in the SOW.
4. Review Milestone/Sprint Plan.
5. Discuss which tasks will be conducted by on-site Motorola resources as well as the activities when the Motorola Project Manager will be on-site
6. Discuss LAPD involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
7. Review the initial Project Schedule and incorporate LAPD feedback resulting in the delivery Project Schedule. The Project Schedule will be maintained by Motorola in Planview and updated through mutual collaboration using Projectplace. Schedule updates that impact milestones will be addressed via the Change Order provision of the Agreement.
8. Review the Project Management Plan.

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9. Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards

10. Review Learning eXperience Portal (LXP) role in the Project Plan delivery and obtain Customer User Name and Access Information.

11. Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).

12. Discuss LAPD obligation to manage change among the stakeholder and user communities.

13. Review Software System completion criteria and the process for transitioning to support.

NOTE - Completing the Business Process Review Agency Pre-Kick Off Survey is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola Responsibilities

1. Schedule the remote Project Planning Session.

2. Request the attendance of any additional LAPD resources that are instrumental in the project as needed.

3. Provide the initial Project Schedule and Project Management Plan.

4. Set up LAPD in Planview Projectplace to collaborate on tasks, schedule, project repository, meeting reports and minutes.

5. Provide the Business Process Review Agency Pre-Kickoff Survey.

6. Provide the PremierOne Agency Build Guide.

7. Conduct a review of the Project Management Plan.

8. Baseline the Project Schedule.

9. Review Motorola's delivery approach and its reliance on customer-provided remote access.

10. Document the mutually agreed upon Project Kickoff Meeting Agenda.

11. Establish LAPD key project team members within the CommandCentral cloud platform enabling CommandCentral Responder.

12. Request user information required to establish LAPD in the Motorola LXP.

LAPD Responsibilities

1. Schedule the availability of the Transformation Lead to meet with Motorola.

2. Ensure LAPD GIS Administrator reviews the GIS data requirements.

3. Provide required information to complete the PremierOne Agency Build Guide.

4. Provide acknowledgement of the mutually agreed upon Project Kickoff Meeting agenda.

5. Access Planview Projectplace to review and collaborate on tasks, schedule, project repository, meeting reports and minutes (there are no customer fees required to access Planview).

6. Provide approval to proceed with the Project Kickoff meeting.

7. Provide LXP user information as requested by Motorola.

8. Verify LAPD Administrator(s) have access to the LXP.

9. Review and complete the Business Process Review Agency Pre-Kick Off Survey within ten (10) business days of the Project Planning Session to avoid impact on the Project Schedule.

Motorola Deliverable

Title/Description
Project Kickoff Meeting Agenda
Project Management Plan
Business Process Review Agency Pre-Kick Off Survey Link
GIS Discovery Worksheet
Planview Schedule

2.9.2 Project Kickoff Meeting

The purpose of the Project Kickoff Meeting is to introduce project participants and review the scope of the project. The Project Kickoff event consists of various branching activities such as the Site Survey and Interface Planning session commence following the general kickoff meeting (while Motorola resources are still onsite) and the GIS Discovery Session teleconference. The PM, lead Application Specialist, and lead Solutions Architect travel to LAPD. Other Motorola project team resources may attend remotely. Availability of LAPD resources to participate in each branching activity is critical to the project success.

Motorola Responsibilities

1. Schedule and facilitate the Project Kickoff Meeting to clarify roles, responsibilities, establish team working relationships, and initiate project tasks.
2. Present a high level overview of project scope.
3. Review the Project Schedule.
4. Confirm LAPD access to the LXP.

LAPD Responsibilities

1. Provide a meeting space equipped with remote conferencing capability enabling remote Motorola project team members to participate.
2. Identify and ensure participation of key team members in kickoff and project initiation activities.
3. Confirm access to the LXP.
4. Confirm access to CommandCentral Responder cloud instance.

Motorola Deliverables

Title/Description
Project Kickoff Meeting Minutes

2.9.3 GIS Discovery Session – Teleconference/Web Meeting

A GIS discovery session will be scheduled to review the GIS Data Requirements document and complete an overview of the GIS components of the project. The agenda will include:

1. Review the Motorola GIS Data Requirements Document as it pertains to PremierOne Records.
2. Discuss any GIS related configuration requirements and/or questions.

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Motorola Responsibilities

3. Schedule and conduct the remote GIS Discovery Session.

LAPD Responsibilities

1. Review the GIS Data Requirements document prior to the meeting.
2. Discuss any areas of concern relative to GIS and schedule requirements.

Providing the GIS information as requested is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola Deliverables

Title/Description
GIS Build Requirements

2.9.4   Interface Functional Review

Motorola and LAPD will review Motorola's understanding of the interface design, at the time of contract, as documented in an Interface Specification Document (ISD) in order to ensure consensus of functionality of the interface prior to Motorola commencing with development efforts. The review will include the structure of the interface, involved data elements and data mapping, event trigger, update cadence, communication path, connectivity requirements and the expected user experience.

Motorola Responsibilities

1. Conduct a review of the interface to explain the design of the interface and how the interface functions in the Motorola system.
2. Work with LAPD's third-party vendors, as required, to clarify any connectivity issues/data transfer issues.
3. Assist LAPD with schematics required by CAL DOJ for integration with CommSys.
4. Consensus of the design will be memorialized by LAPD signature on the design document before Motorola commences with any development activities.

LAPD's Responsibilities

1. Make knowledgeable individuals available for the reviews.
2. Provide clarity on the use case of the interface and verify the functional specification in the ISD meets the use case or identify desired changes to the specifications. Provide any design schematics required for CAL DOJ.
3. Facilitate communications and assist with resolution of issues that arise between Motorola and LAPD's third-party vendor(s), including the CAL DOJ.
4. Assume costs associated with efforts required of the third-party vendors, which may include professional services, API/SDK fees, Non-Disclosure Agreements, licenses, and configuration or development, if necessary, to support desired interface functionality.
5. Memorialize the interface specification by signature expeditiously enabling Motorola to initiate development activities.

NOTE – Review and approval of Interface Specifications Document is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola Deliverables

Title/Description
Interface Specifications Documents for Contracted Interfaces

2.9.5   Contract Design Review

The objective of the Contract Design Review (CDR) is to review the contracted Products, Project Schedule, bill of materials, Training Plan, System Validation Plan, and contractual obligations of each party. The CDR will commence immediately following the conclusion of the Project Kickoff meeting while Motorola resources are still on site. In the event the CDR cannot commence immediately following the Project Kickoff meeting while Motorola resources are onsite, Motorola will schedule a web conference session at a mutually agreeable date and time.

Motorola Responsibilities

1. Review third-party partner solutions and involvement in the project, as applicable.
2. Summarize and review the contracted Products, query(s), and interface(s) described in the System Description.
3. Review the initial Project Schedule and incorporate LAPD feedback resulting in the implementation Project Schedule. The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
4. Review the system bill of materials and note any necessary modifications.
5. Review the Training Plan, training delivery schedule and training requirements.
6. Plan installation activities with LAPD.
7. Review the LAPD responses to the Pre-Kickoff Business Process Survey. Depending upon availability of LAPD resources this may be conducted as a follow-up teleconference but must be completed prior to the commencement of Business Process Review activities.
8. Discuss the Product Validation demonstration process for the contracted products.

LAPD Responsibilities

1. Provide input to the Project Schedule dates.
2. Review the bill of materials and operating system software configuration with the Motorola project team.
3. Provide shipping address and receiver name.
4. Participate in reviewing the Training Plan.

Motorola Deliverables

Title/Description
Updated Planview Project Schedule

2.10   Environment Review and Site Preparations

2.10.1   Site Survey

Following the Project Kickoff meeting, while Motorola resources are on site, Motorola will review the existing infrastructure(s) and installation location(s) to validate that the installation environment(s) and local and wide area networks will provide optimal support of the Motorola solution. A single site Survey will be conducted at the primary installation. The purpose of the site survey is to confirm LAPD's installation environment conforms to the site requirements presented in the section 1.9 and to verify that the physical installation environment is accessible, without special accommodation, to support the delivery of any required equipment.

Motorola makes no provision for cabling, special accommodations, power consumption or capital improvements to the installation environment that may be required to support the Motorola system.

Motorola Responsibilities

1. Review the site requirements section with LAPD.
2. Prepare a report with recommendations for any site preparation required to provide an optimal environment for installation of the system equipment and identify any deficiencies related to power, power supplies, cabling, IP network connectivity, and communications equipment.

LAPD Responsibilities

1. Provide escorted access to the installation location where Motorola system equipment will be installed.
2. Provide documentation on the current infrastructure, i.e. existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information as is reasonably required to validate final hardware requirements.
3. Provide information on current network architecture and configuration as well as physical site information.
4. Provide a site for the installation, operation, and maintenance of all computer server(s), workstation(s), and related peripheral in accordance with Motorola requirements and all network infrastructures described in the System Description.
5. Ensure the computer processor(s), operating system software, third-party software, all associated workstations, printers, communications, and related components conform with the specifications in the System Description.
6. Provide 24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring throughout the course of the project and maintenance and warranty phases. In the event that dedicated links are required, a minimum of 7.5 Mbps upload and download access is required. It is the LAPD's responsibility to ensure that the aforementioned capacity is available. In the event remote broadband access is not available to Motorola preventing us from delivering the contracted service remotely, Motorola will provide service on-site at additional cost. The additional cost will be presented to the LAPD via the change provision of the contract prior to the delivery of the on-site service.
7. Review and approve the final hardware and operating system software configuration with the Motorola project team.

8. Provide any cabling or capital improvements required for the installation environment and/or power consumption considerations.

Motorola Deliverables

Title/Description
PremierOne Infrastructure Requirements
Site Survey Results

2.10.2   Hardware Procurement

Motorola will procure the system equipment in accordance with the contracted bill of materials.

Motorola Responsibilities

1. Order hardware in accordance with the equipment list.
2. Review software image with LAPD prior to ordering.
3. Provide software image to hardware vendor for installation.

LAPD Responsibilities

1. Review and approve software image.

Motorola Deliverables

Title/Description
Bill of Materials/Equipment Inventory

2.11   Complimentary Applications

In order to offer the LAPD the most robust system that fulfills your specific needs and requirements, Motorola has included best-in-class applications and services from FileOnQ (EvidenceOnQ). By leveraging COTS technology and adding selected vendors to our solution Motorola is presenting a complete technology package to meet the LAPD's public safety needs.

As the prime contractor, Motorola will manage all activities of our partners and will work with the LAPD's project manager to schedule implementation and training for third-party applications and services.

Details on EvidenceOnQ and the functionality it adds to Motorola's offering can be found in section 1.11.3 above.

2.11.1   Install and Configure EvidenceOnQ

Motorola Responsibilities

1. Provide a written project plan that includes planning, configuration, implementation and training services related to delivery of EvidenceOnQ.
2. Review Support and Maintenance provided by FileOnQ.

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FileOnQ Responsibilities

1. During the Scope Review, review EvidenceOnQ functionality.
2. Design and configure profile screen, including all locations, drop-down values, barcode label design, etc.
3. Develop 15 custom reports, including Property Report, Chain of Custody, Name List, Check-out receipt, Owner Letter, Auction Manifest.
4. Provide data import from existing evidence system. Includes mapping, set up, testing, and import. LAPD is responsible for data clean up as necessary. (Customer will provide extracted evidence data in a SQL database.) Will include data on all active evidence plus previous 5 years of archive data.
5. Provide remote software installation and configuration
6. Enable two-way integration with PremierOne Records. Data entry will be in PremierOne.
7. Provide written training materials and assistance with developing new procedures.
8. Provide Application training as per the Training Plan.

LAPD Responsibilities

1. Provide resources knowledgeable in the property and evidence processes and participate in planning, provisioning and configuration meetings.
2. Following configuration training, modify the system configuration as necessary to meet the LAPD's needs.
3. Install applicable software clients on workstations not installed by Motorola or FileOnQ.
4. The LAPD shall participate in testing conducted in accordance with the EvidenceOnQ test plans.
5. Provide applicable resources to participate in training as described in the Training Plan.

2.12 GIS Services

2.12.1 GIS Scope Review

The Motorola GIS Analyst meets remotely with LAPD's GIS Administrator to discuss the approach to configuring the GIS data for use with the PremierOne Records system.

GIS Scope Review topics that will be discussed include:

- For Records - data types necessary for address validation support in the system. These data types include: street centerlines, commonplace points, address points, street alias tables and commonplace alias tables.

The GIS Data Report describes the LAPD's source feature classes and data values that have been made available to Motorola. The data is reviewed and any items identified that may impact the applicable functionality of the data within the Motorola System are noted within the GIS Data Report. The GIS Data Report is delivered post contract after review of the City's GIS data. As GIS data is critical to the provisioning and operation of the system.

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Motorola Responsibilities

1. Review CAD GIS Data Report.
2. Discuss current GIS business practices.

LAPD Responsibilities

1. Ensure availability of GIS Administrator for this meeting.
2. Obtain GIS ArcPro with network analyst extension enabled.

NOTE - Providing geofile information is a critical Project Task. Delayed, incomplete or inaccurate information may have a significant impact on the Project Schedule.

Motorola Deliverables

Title/Description
GIS Data Report

2.12.2 GIS Service Delivery

GIS Service delivery provides for the creation of a draft geodatabase that will be uploaded to the PremierOne server to support provisioning efforts. Updating the geodatbase is required as it serves as the supporting data for address validation in PremierOne Records.

Error reports are produced as a result of developing the draft geodatabase and will be delivered to LAPD in updates to the GIS Data Report. LAPD will correct any data errors allowing Motorola to incorporate the data into a revised draft geodatabase.

Geodatabase development provides for up to two iterations of draft databases developed by Motorola. The final geodatabase is created as a product of the GIS Administrator Workshop.

NOTE the following tasks are supplementary to the tasks required to maintain the data set using Esri ArcGIS toolset. Education specific to the use of Esri ArcGIS tools can be obtained from Esri via the Esri Academy. Motorola's scope does not include the creation or maintenance of data into the NENA NG911 schema, any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from LAPD's source data.

Motorola Responsibilities

1. Schedule and initiate a data delivery design teleconference to address critical data errors or to confirm the data being incorporated into the draft geodatabase.
2. Initiate GIS Administrator Readiness Check which enables Motorola to schedule and conduct the GIS Administrator Workshop

LAPD Responsibilities

1. Correct any GIS errors identified in the GIS Data Report from geodatabase build.
2. Participate in the GIS Administrator Readiness Check and confirm the dates for the GIS Administrator Workshop.
3. Download and authorize ArcPro and Network Analyst Extension prior to Readiness Check.

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Motorola Deliverables

Title/Description
GIS Data Report Updates

2.13 Business Process Review (BPR) and System Provisioning

2.13.1 Records Business Process Review

A Motorola led Business Process Review (BPR) provides Motorola and LAPD the opportunity to review current operational processes and workflows and determine the provisioning parameters that will provide the most optimal use of the PremierOne system. A BPR session will be conducted for each of the contracted Product categories: PremierOne Mobile and Records. The information collected in the BPR will provide Motorola the framework for how the product(s) will be provisioned and configured to best meet LAPD's needs. The three day on-site BPR review will be conducted during the traditional business hours Monday through Friday 8:00 a.m. to 5:00 p.m.

A single Business Process Review be conducted for Records. A separate BPR will be performed for CommandCentral Responder. The results of the BPR will be used in the creation of a single Records provisioning profile. Case Management is a component of PremierOne and will be included during the Records BPR and provisioning.

LAPD is responsible for engaging all user agencies that will be provisioned in PremierOne to obtain required inputs.

NOTE – Los Angeles Port Police are already a provisioned agency. LA Ports provisioning profile will be moved to the LAPD Records system.

The BPR should be attended by senior operational decision makers such as records supervisors, senior patrol and investigative representatives, and others as applicable. Manager-level personnel can help guide the discussion of policies that have the potential to be improved or modified. The practical input based on experience in the LAPD's operational environment is often indispensable in the later configuration of the system.

The BPR agenda will include items such as the following:

- Business Process Review Survey Responses.
- Provisioning processes for the contracted Products (Mobile and Records).
- Overview of the contracted Products.
- Agency and Discipline Information (Agency Type, # of Personnel, shift types).
- User Permissions/Security Groups/Roles.
- Interface Field Mapping Provisioning.
- Provisioning Overview - PremierOne Agency Build Guide (provided post contract).
- Reporting Review.
- For Records deployments discuss:

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- Overview of the records product with designated Records users
- Records business process flows
- Standard module tailoring
- Module Field Definitions: (Pane Name, Group Name, Grid Name, Captions, DB Name, Field Type, View (Read Only, Required, visible), Display Length, Max Length, Code Table, Dependencies, Actions (Mask/Conversion), Field Validations, Indexing, Data Grid and RDW Configurations, Expungement Types, CI Master Mappings, Smart Copy Settings)
- Code tables
- Document Views & Workflows
- Printouts and RDLC Reports
- Data View and SSRS Reports
- Priority and Responsible Party
- Role-based training recommendations.
- For Records BPR - Conduct one (1) Site Visit and one (1) Ride Along with a Records division unit and conduct a single interview session with Records personnel (as designated by LAPD).

Motorola Responsibilities

1. Provide the BPR Agenda/Workbook prior to the meeting.
2. Complete the BPR Workbook.
3. Review the documented business processes and provide configuration options.
4. Review the completed BPR Workbook.
5. Provide provisioning worksheets for LAPD to complete.
6. Conduct a single BPR session for each product in the system (one for Mobile, one for Records) inclusive of sit-alongs and ride-alongs.
7. Create and deliver the Records Operational Review document. The Records Operational Review document memorializes Motorola's understanding of Records business processes and enables Motorola to assess the best approach to provisioning the Records system to best enable existing processes.

LAPD Responsibilities

1. Review the BPR Agenda/Workbook prior to the meeting.
2. Schedule applicable resources (Records personnel for sit-alongs, ride-alongs and interview sessions).
3. Provide resources knowledgeable in LAPD's business processes to provide relevant documentation on the workflow and operating procedures.
4. Provide Motorola with forms, reports, and templates to be created in PremierOne Records to aid Motorola in developing the Records Operational Review Document.
5. Complete provisioning worksheets.
6. Provide required information to complete the BPR, such as:
   A. Field modification decisions.
   B. Personnel information provided.
   C. Workflow configuration.

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    D. Document colors.

7. Review the completed Records Operational Review Document.

Motorola Deliverables

Title/Description
BPR Agenda
Records Operational Review Document

2.13.2   Records Detailed Design Document

Motorola will review the Records Operational Review document with LAPD and solicit feedback. Motorola will incorporate any modifications into the document based on feedback and present LAPD with a Records Detailed Design Document.

The Records Detailed Design Document will contain the standard tailoring parameters (up to eight field level modifications per records module) and the custom forms listed below. It is anticipated that iterative updates will be required over a ten (10) business day period in order to reach mutual agreement. The result is the final Records Detailed Design Document that serves as the basis for Records tailoring and for Records validation demonstration.

Note: Motorola has included efforts to develop and provide the following modules/forms:

- PIR
- PIR (Officer Report)
- PIR Follow Up (3.14)
- PIR Follow Up Officer Report (3.14)
- Arrest Report
- Continuation Sheet PIR
- Continuation Sheet PIR Officer Copy
- Continuation Sheet Arrest Report
- Continuation Sheet Property
- Continuation Sheet Field Interviews
- Continuation Sheet CHP 180
- Property Report PIR
- Property Report Officer Report
- Property Sheet Report
- Field Interview
- Citations
- CHP 180

The Records Detailed Design Document will also provide a level of effort estimate for module level modifications and or form development that exceed the scope of standard module tailoring and or not expressly stated as being developed and provided by Motorola. LAPD may make module level

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modifications/develop new forms themselves using the Advanced Configuration Tool (ACT) or contract with Motorola to do this work via the change provision of the Agreement.

Motorola Responsibilities

1. Review the Records Detailed Design Document with LAPD for the purpose of obtaining mutual understanding of the scope of work, levels of effort, work duration, and resources needed to complete the work.

2. Memorialize mutual understanding and agreement of the finalized Records Detailed Design Document via signature.

LAPD Responsibilities

1. Review the Records Operational Review Document with Motorola.

2. Memorialize mutual understanding and agreement of the Records Operational Review Document via signature.

3. Provide clean printed copies of blank forms as requested by Motorola. The creation of printed forms and reports has been quoted assuming clean, printed copies of blank forms and reports are available. If forms and reports are not provided in a format that can be scanned to produce an acceptable printed copy, additional services may be required resulting in additional charges that are the responsibility of the LAPD.

Motorola Deliverables

Title/Description
Finalized Detailed Design Document to include:
☐ Business Process Flows
☐ Field Level Modifications
☐ Document Views
☐ Security Groups
☐ Interface Mappings
☐ Data Conversion Mappings
☐ Document Workflows
☐ Printouts
☐ RDLC Reports
☐ Data Views
☐ Estimated level of effort to develop
☐ List of Identified SSRS Reports
☐ Short Description
☐ Priority
☐ Due By [Training, Go-Live, Post Go-Live <time frame>]
☐ Responsible Party
☐ Motorola-developed modules and reports
☐ Field demonstration scenario recommendations
☐ Provide recommendations to the role based training approach

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2.13.3 Citations Business Process Discovery

The Business Process Discovery is conducted by Motorola to provide an understanding of LAPD's existing business processes related to Person Search, Vehicle Search, and Citation Issuance. It also allows customers to identify and update their business processes to take maximum advantage of the CommandCentral Responder features.

Motorola Responsibilities

1. Conduct a one day, on-site, end-to-end process review of LAPD's current citation process. Motorola will conduct a separate process review meeting with each agency.
2. Review current workflow with officers and process stakeholders.
3. Review existing citation form(s) used by the agency (e.g. existing paper form or software).
4. Discuss process changes that will enable the best use of CommandCentral Responder.
5. Conduct a remote review of the draft CommandCentral Responder Configuration document with agency SMEs and process stakeholders.
6. Document agency's existing citation process and workflow (e.g. creation, submission, printing, sync with records system, supervisor or records clerk approval, submission to State system) and current citation input forms and format.
7. Document the process agencies will use once equipped with CommandCentral Responder. Some existing processes may be simplified using the CommandCentral Responder. The process review meeting is an opportunity to understand the capabilities of the application and consider workflow changes. The application's data validation and enforced work flow may reduce the need for records clerk review and manual data entry.
8. Define citation fields including:
   A. Field types (e.g. Name, Age).
   B. Field validation (e.g. Optional, Mandatory).
   C. Dynamic behavior (e.g. Alias Y/N field controls display of Alias field).
   D. Field calculations (e.g. Age calculated from date of birth).
9. Define the printed citation format including mobile print format.
10. Conduct a remote review of the draft CommandCentral Responder Configuration Document with agency SMEs and process stakeholders.
11. Correct or update based on feedback from the LAPD's team and provide the completed CommandCentral Responder Configuration Document to LAPD.

LAPD Responsibilities

1. Identify the agency SMEs that will participate in the workflow discovery process and on-site citation process review meeting.
2. Provide examples of forms currently being used in the citation workflow.
3. Schedule officers, SMEs, and process stakeholders to attend the end-to-end process review.
4. Conduct a final review of the completed CommandCentral Responder configuration Document and provide acknowledgement of accuracy to Motorola within five business days of receipt. The acknowledgement serves as Motorola notice to continue with project activities.

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Motorola Deliverables

Title/Description
CommandCentral Responder Configuration Document

Note: the Parking Citation and Release from Custody forms with integration to PremierOne Records would be a post go-live deliverable.

2.13.4   PremierOne Provisioning

PremierOne provisioning includes the configuration of user configurable parameters (unit names, personnel, status codes). The PremierOne system will be provisioned using the Records Operational Review Document. Case Management is a component of PremierOne and will be provisioned with Records.

Provisioning activities include instruction of the mechanics and methodologies required to complete system provisioning and provides LAPD with the required knowledge to complete and maintain system provisioning as required to support LAPD's operational needs. On-site Provisioning Training is presented as outlined in the Training Plan for the contracted Products.

LAPD-specific provisioning parameters will be collected from LAPD using Provisioning Export Worksheets. Motorola will review the Provisioning Export Worksheets with LAPD to identify the information that is required for the customer-specific provisioning data tables. LAPD will be responsible for completing the Provisioning Export Worksheets in the proper format and with agency specific information. The information collected in the worksheets will be imported into the system exactly as it is provided by LAPD. LAPD will provide the completed Provisioning Export Worksheets within ten business days of receipt so as not to impact the Project Schedule.

Motorola will complete provisioning activities for PremierOne Mobile, PremierOne Records and CommandCentral Responder. Provisioning data collection and import is a critical project Milestone. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Note: Provisioning is a critical Project Task. Delayed, incomplete or inaccurate information may have a significant impact on the Project Schedule.

2.13.4.1   PremierOne Mobile Provisioning Scenario

Motorola, through the BPR, will understand the workflows currently being utilized within PMDC, operational challenges, and desired outcomes of migrating to PremierOne Mobile. With this knowledge, Motorola will provision an initial mobile client and then review with the LAPD. Based on the feedback obtained during this remote review, Motorola will implement necessary changes to the mobile client.

Note: Motorola does not guarantee feature and functionality parity between PremierMDC, and PremierOne Mobile. There is no Mobile UI Tailoring included as part of this offer.

Motorola Responsibilities

1. Provision the mobile client.
2. Solicit feedback from the LAPD and implement as necessary.

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LAPD Responsibilities

1. Participate in the remote review and provide feedback.

Motorola Deliverables

Title/Description
Provisioned Mobile Client
Remote Review Session

2.13.4.2   PremierOne Records Provisioning Scenario

Provisioning will include the configuration of user configurable parameters (personnel, security groups, and workflows) to support Records operations. PremierOne Records Product provisioning will result in a single law provisioning profile for the LAPD.

Motorola Responsibilities

1. Use the information from the Records Detailed Design Document to complete Records tailoring.
2. Complete the import of the data from Provisioning Worksheets.
3. Conduct standard provisioning with base code tables inclusive of NCIC values, and the imported data as identified in the Records Detailed Design.
4. Conduct a remote demonstration for LAPD validating the standard provisioning
5. Conduct Records Provisioning Training.
6. Conduct three four-hour remote Check Point sessions.

LAPD Responsibilities

1. Participate in Check Points and provide necessary feedback.

2.13.4.3   LAPD PremierOne Provisioning Activities

For all provisioning scenario's LAPD will complete the following tasks for each contracted Product in the system:

LAPD Responsibilities

1. Participate in BPR/Operation Design review and provisioning verification sessions.
2. Complete Provisioning Worksheets in accordance with the Project Schedule.
3. Provide Motorola with forms, reports, and templates to be created in PremierOne Records to aid Motorola in developing the Operational Review Document.
4. Provide examples of forms currently being used in the Citation workflow.
5. Attend Provisioning Training prior to commencing with LAPD Provisioning activities
6. Complete LAPD provisioning activities per the Project Schedule*.
7. Review the Records Operational Design Document with Motorola (if applicable).
8. Actively participate in provisioning checkpoints.
9. Memorialize mutual understanding and agreement of the Operational Design Document via signature (applicable to PremierOne Records).
10. Complete LAPD specific provisioning activities and maintain the provisioning profiles*.

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*Motorola is providing costs for a dedicated onsite Application Administrator who would assume this responsibility if included in the contract. LAPD should still appoint resources who are familiar with provisioning to supplement provisioning maintenance or provide oversight of the Motorola Application Administrator.

Motorola Deliverables

Title/Description
Provisioning Training
Provisioning Checkpoints

2.13.5   CommandCentral Responder Provisioning

PremierOne provisioning includes the configuration of user configurable parameters of CommandCentral Responder and CommandCentral cloud to function in accordance with the CommandCentral Responder Configuration Document. (Note - CommandCentral Responder Records Synchronization described under the hardware and software activities must occur prior to this activity.)

Motorola Responsibilities

1. Configure the CommandCentral Responder in accordance with the CommandCentral Configuration document.
2. Upload forms and print format to CommandCentral Responder configuration service.
3. Update the application's field parameters and workflow based on feedback from LAPD. Motorola will provide up to ten hours to accommodate field parameter and workflow refinement changes. Motorola will update the CommandCentral Configuration document to ensure it matches the approved configuration.
4. Provide a remote demonstration of the provisioned CommandCentral Responder capabilities including standard Search forms, Citation form, and printed Citation format.

LAPD Responsibilities

1. Assign the SMEs that approved the CommandCentral Configuration document to participate in the application demonstrations and test process.
2. Participate in configured application demonstrations.
3. Provide feedback on specific data field or work flow changes that differ from the originally agreed configuration.
4. Create and provide any agency-specific user training required to assure users understand the new Citation process and workflow.
5. Train end users.

2.13.6   Provisioning Finalization

Upon completion of provisioning, Motorola will conduct a working session with LAPD's Administrators and desired SME's demonstrating system operation in accordance with LAPD determined provisioning parameters (BPR Workbook and Provisioning Worksheets). The purpose of the session is to enable LAPD to fine tune provisioning parameters as needed to better align with operational use needs. In this working session, Motorola provides LAPD with guidance on provisioning options that may better support LAPD's operational objectives. In order to reinforce provisioning training principles, LAPD should participate with Motorola to complete any provisioning parameter updates.

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Motorola Responsibilities

1. Conduct an operational walk through of the provisioned system enabling LAPD to verify the operational behavior of the provisioned system.
2. Consult with LAPD on provisioning options that better support LAPD's business operations.
3. Provide guidance on making desired provisioning updates.

LAPD Responsibilities

1. Participate in the operational walk through of the provisioned system.
2. Note desired provisioning updates.
3. Update provisioning tables, as desired.

Motorola Deliverables

Title/Description
Completed Provisioning Finalization working session

2.13.7 CommandCentral Responder Agency and User Setup

The agency user setup process allows agencies to define the specific capabilities and permissions of each user. Agency and User setup must be completed prior to establishing a connection between the CommandCentral cloud platform and the Records system.

Motorola Responsibilities

1. Provide a remote CommandCentral Admin training session for LAPD Administrator(s).
2. Provide up to two hours of remote telephone support over a ten-day period following the CommandCentral Admin training for the System Administrator during the Agency and User Setup process.
3. Use the CommandCentral Admin tools to establish LAPD within the CommandCentral cloud platform. Set up agency and users.

LAPD Responsibilities

1. Work with Motorola to complete Agency and User setup.

Motorola Deliverables

Title/Description
CommandCentral Responder Administrator training
CommandCentral Responder

2.14 Motorola Solutions Consulting Services

2.14.1 Introduction

Motorola Consulting Services provides the LAPD an opportunity to utilize Motorola subject matter experts to address operational concerns or implementation of strategic initiatives. The full scope of

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consultative services will be determined during the discovery session between Motorola and the LAPD. Certain consultative services are required as part of this offer, while other services, outlined in the following solution specific tables, are selected and customized to meet the needs of the LAPD.

Motorola is providing eighteen (18) days of consultation service hours that will be delivered in six trips over three (3) consecutive business days each visit. On-site activities will occur on Tuesday, Wednesday and Thursday, unless otherwise agreed.

In addition to the on-site service outlined in this SOW, Motorola will provide up to 400 hours of remote consultation services in support of LAPD's efforts to implement changes suggested in the After-Action Report. The After-Action Report will be provided at the end of each on-site visit. Remote consultation services can initiate anytime following the conclusion of the first on-site service engagement and must be used within 120 days following the conclusion of the last on-site service engagement. Unless otherwise agreed, service will be rendered during traditional business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. PST, local time.

2.14.2   Required Services

Service	On-Site / Remote	Description
1. Discovery Session	Remote	Discovery teleconference with the LAPD to understand goals and objectives for the product as well as strategic initiatives.
2. Day-to-Day Operational Use	On-Site *(six (6) onsite trips, 24 hours per visit)*	Conducted with staff to discover how the functional areas are utilizing the solution. Includes on-the-job training for efficient use and recommendations for optimizing.
3. End of Day Briefings	On-Site	Conducted at the end of each on-site day, to provide an update on information exchanged, activities planned for the following day and any additional actions needed.
4. After-Action Report	Remote	Provided to the LAPD with a summary of the activities performed and recommendations on next steps.
5. After-Action Implementation Activities	Remote	Consultant will work with LAPD to prioritize recommendations based on the After-Action Report. The Consultant will perform activities and/or guide the LAPD on performing activities based on the identified priorities.

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2.14.3　Included Solution Specific Options

2.14.3.1　Crime Analysis + Integrated Workflow Optional Services

Service	Description
1.　Planning & Research Unit Framework	Consultation on best practices regarding the creation, implementation, and responsibilities of a Planning and Research Unit, including a review of current reporting.
2.　Crime Analysis Unit (CAU) Framework	Consultation on best practices regarding the creation, implementation, and responsibilities of a Crime Analysis Unit, including a review of current Analysis Unit if one exists.
3.　System Integrations	Consulting on end-to-end data flow, Motorola integrations as well as third-party interfaces and the use of information within the product.
4.　CAU Hotspotting, Trend Analysis, Predictive Policing	Consult on identifying high crime areas, and significant changes in crime to focus resources on problem areas.
5.　Command Staff Briefing Reports	Consultation on the best practices surrounding compiling and providing data to Command Staff, and how to use briefing information to allocate resources appropriately.
6.　Daily Shift Briefing Reports	Consult on creating and providing briefing reports between shifts.
7.　Planning & Research Quarterly and Annual Reports	Consultation on best practices surrounding the compilation of agency statistics, and the dissemination of the compiled report.
8.　Incident Based Reporting (IBR)	Consulting on Incident Based Reporting needs specific to the agency's state and needed for monthly submission.
9.　Digital Evidence Management	Review current storage process, recommend streamlined processes within CJIS guidelines.
10.　Case Management	Consult on tracking and security of cases from onset to submission to the Prosecutor and disposition.
11.　Real-Time-Crime Center Consulting	Framework and introduction on RTCC procedures, setup, and best practices.

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| 12. Community Engagement Framework | Consultation on best practices on involving and engaging the community to increase incoming information. |
| 13. Records and Property Room | Optimize current workflow for Property and Evidence from collection to disposal. |

2.14.3.2   PremierOne RMS

Service	Description
1. Data Input	Consult on the input of accurate and complete data to maintain clean data with the RMS. This input includes new and updated data within tables.
2. Data Tables	Consult on the uses of various tables within Flex RMS and how they relate to each other.
3. Data Sharing	Consult on the internal and external sharing of data contained within the RMS.
4. Creation of custom reports	Consultation on best practices surrounding the compilation of agency statistics, and the dissemination of the compiled report.
5. End-to-End workflow analysis	Consult on managing the income and outgoing flow of information and how the information is used across functional areas.

2.14.4   On-site Consultative Services

Motorola Responsibilities

1. Conduct a Discovery Teleconference with the LAPD's point of contact to understand the LAPD's needs as well as the required LAPD resources prior to scheduling on-site service.

2. Provide LAPD with an emailed summary of the needs discussed during the teleconference along with a proposed documented Agenda that will serve as the focus for the on-site service delivery. The summary and Agenda will be provided within two business days after the discovery teleconference.

3. Upon agreement of the focus of on-site service, schedule a mutually agreeable date for delivery of on-site service.

4. Provide three (3) consecutive days of on-site service Tuesday through Thursday, 8:00 am to 5:00 pm PST, LAPD time for the number of trips outlined in this document.

5. Provide LAPD with an After-Action Report of the activities completed and next-step recommendations as part of on-site service delivery.

LAPD Responsibilities

1. Participate in the Discovery Teleconference and collaborate on objectives.
2. Schedule a mutually agreeable date for delivery of on-site service.
3. Coordinate availability of resources required for Motorola to fulfill the focus of on-site service.
4. Confirm LAPD Administrator(s) have access to the LXP, CommandCentral Admin Console, have completed LXP training courses or other applicable training, and are able to add/modify users, run reports, and add/modify groups as required.

   Confirm LAPD end-users have completed required training prior to on-site service. If this requirement is not met, Motorola may have to reschedule the on-site visit and/or LAPD may not receive the full benefit of the on-site consultation.

2.14.5 Remote Consultative Services

Motorola Responsibilities

1. Conduct an after visit teleconference with LAPD's point of contact to outline the LAPD's priorities according to the After-Action Report.
2. Provide LAPD with an updated After-Action Report outlining the priorities for the remaining consultative services and estimated time to complete the activities requested.
3. Coordinate with LAPD the work that needs to be completed and designate the appropriate owner of the activity.
4. Coordinate with LAPD which activities will be completed by the consultant, or completed by the LAPD with the guidance of the consultant.
5. Coordinate with the LAPD on what activities will be completed every two-weeks or according to the mutually agreed time frame.

   Track the progress of and burn-down of the hours purchased, and provide a bi-weekly email summary of the deliverables and service hours remaining.

LAPD Responsibilities

1. Participate in the after visit teleconference and collaborate on priorities and work items to be delivered.
2. Schedule resources as appropriate to work with the Consultant as required.
3. Complete assigned tasks as agreed to.
4. Coordinate with the Consultant on what activities will be completed every two-weeks or according to the mutually agreed time frame.

   Participate in remote meetings as mutually agreed.

Completion Criteria

Service delivery is considered complete upon the conclusion of remote consultation or the expiration of 120 calendar days following the last on-site visit, whichever occurs first.

2.15   Installation and Configuration

2.15.1   On-Site Installation

The objective of this activity is to install the system at LAPD's site. This activity addresses physical installation activities and system connectivity verification.

Motorola Responsibilities

1. Conduct an equipment inventory and provide it to the LAPD
2. Move the LA Port's Records server into the LAPD PremierOne server cluster.
3. Relocate Records RDW from LA Port to LAPD rack.
4. Conduct a Power On test to validate the installed hardware and software are ready for configuration.
5. Load preliminary provisioning data and system software.
6. Verify contracted software is available and accessible on the installed system.

LAPD Responsibilities

1. Provide power and network connectivity at designated workstation installation locations.
2. Provide acknowledgement of receipt of completed equipment installation.

Motorola Deliverable

Title/Description
Power On/Installation Verification

2.15.2   Mobile Hardware Installation

Motorola and its partner, Airwave Communications Enterprises ("Airwave"), will manage the installation of laptops, including new mounting hardware if required.

- Laptop replacement includes new brackets and replacement of power cable.

Motorola Responsibilities

1. Procure and ship 360 replacement laptops to designated receiving facility. (316 laptops will be installed by Airwave) (Laptops will come preinstalled with the Motorola software image).

Airwave Responsibilities:

1. Travel daily to LAPD-designated locations for installation (Monday through Friday, excluding holidays).
2. Install 316 replacement laptops as outlined in the equipment list. Airwave is responsible for providing laptop mounting brackets.
3. Perform the following tasks in a single installation effort for each vehicle:
   A. Inspect each vehicle and notify LAPD of any conditions which prevent installation, and/or if less than 10 vehicles are available each day.
   B. Install the laptop replacement mounting brackets.

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C. Connect computer to the power demarcation LAPD provides in the vehicle.

D. Connect to existing wireless modem, cabling and antennas.

E. Perform power-on and initial setup and configuration.

F. Perform post-installation inspection and demonstrate that equipment is properly installed (i.e. power on laptops).

G. Provide a change-order if additional installation days are required because the daily minimum number of vehicles is not met, or the number of laptops to be installed increases.

LAPD Responsibilities:

1. Provide advanced authentication for Mobile device connectivity if required by LAPD.

2. Provide and configure MDM software for installation on MDCs.

3. Provide, install, maintain and service any software required for anti-viral, anti-malware protection. If the software requires connectivity to a central server for maintenance and updates, the connectivity including ports and access needs to be provided.

4. Develop a schedule for deployment to divisions/bureaus to facilitate installations in accordance with the planned roll-out of the new applications.

5. In accordance with the roll-out schedule, provide a minimum of ten (10) vehicles at each installation location each weekday (or as mutually agreed to), excluding holidays. Vehicles should be pre-staged at the start of each work day. If less than 10 vehicles are made available for an installation day, or a condition exists which prevents installation to occur, additional costs will be incurred by LAPD to cover the additional work days required to complete installation.

6. Install and configure software image on any computers/MDCs/CPUs not installed by Airwave.

7. Provide resource(s) to observe pre-installation inspections on a daily basis and, in the event the vehicle condition prevents installation, arrange for a replacement vehicle at that location for that day.

8. Provide resource(s) to observe post-installation inspections on a daily basis and provide daily written acknowledgement of installation completion.

9. Deploy any required software updates through MDM prior to returning the vehicle to service.

Motorola Deliverable

Title/Description
360 HP PROBOOK 640 G8 Notebook Laptop Computers
Installation of 316 HP PROBOOK 640 G8 Notebook Laptop Computer in Ford Crown Victoria sedans

Completion Criteria:

This project is considered complete upon installation of the equipment described herein in 316 vehicles.

2.15.3   CommandCentral Responder Device Setup

Motorola Responsibilities

1. Review handheld device hardware specifications, iOS or Android version requirements, and reference to applicable CJIS security requirements.

2. Provide Responder IDs to agencies to obtain via Mobile Device Manager (MDM).

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3. Verify LAPD access to CommandCentral Responder on Google Play store or Apple app store.

4. LAPD Responsibilities

5. Provide handheld devices suitable for operating CommandCentral Responder.

6. Provide, install, and configure mobile Citation printers.

7. Provide and configure MDM software.

8. Verify all handheld devices are configured with applicable OS version, MDM software, and Citation printer configurations.

9. Verify devices meet CJIS requirements.

10. Permit CommandCentral Responder to be deployed from Apple app store or Google Play store.

11. Verify CommandCentral Responder can connect to CommandCentral cloud services.

12. Verify the device can access Google/Apple push notification.

13. Download and install CommandCentral Responder on all handheld devices.

14. Provide sample handheld devices for all demonstrations and acceptance tests.

2.15.4   Client Software Installation

Client software will be installed on the Records workstations/mobile devices to facilitate provisioning training and provide instruction to LAPD personnel who will complete software installation on the remaining workstations/devices.

Motorola Responsibilities

1. Verify system readiness.

2. Request client software.

3. Deliver the Pre-Installation Preparation Checklist.

4. Provide pre-installed software image on all Motorola-provided mobile workstations.

5. Install client software on up to five (5) test workstations, and provide instruction on client software installation to LAPD.

6. Provide instruction on client software deployment utility.

7. Create Records client installation executable(s).

8. Verify Records Mobile client software functionality in offline mode.

LAPD Responsibilities

1. Provide and install workstation/mobile device hardware (not provided by Motorola) in accordance with specifications.

2. Assign personnel to observe software installation training.

3. Complete installation of client software on remaining workstations and mobile devices.

Motorola Deliverables

Title/Description
Pre-Installation Preparation Checklist
Installation Guide

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2.15.5   CommandCentral Responder Records Synchronization

Connectivity between the Records system and the CommandCentral cloud platform is required to facilitate a Citation workflow involving the CommandCentral Responder. A perpetual connection and data exchange between these systems facilitates records data synchronization of Master Person, Master Vehicle, and Case Files. Once the data is in the cloud, it becomes available for access by provisioned CommandCentral Responder users via the Person Search and Vehicle Search features. New Citations created using the CommandCentral Responder are downloaded to the Records system.

Motorola Responsibilities

1. Enable agency access to CommandCentral incident records using CommandCentral Admin.
2. Configure the Records system for the data exchange.
3. Configure the Motorola CommandCentral cloud for the data exchange.
4. Validate synchronization of records data in CommandCentral cloud.

LAPD Responsibilities

1. Enable outgoing network connection (external firewall) to the CommandCentral cloud via a LAPD-provided Internet connection as per the System Network Configuration Guide.

2.15.6   Cumulative Updates

Motorola may install a Cumulative Update (CU) of the PremierOne software to address contractual requirement(s) following the initial system software installation. A remote demonstration of the newly introduced or modified features/functions will be provided to LAPD. CU delivery is determined at Motorola's discretion.

Motorola Responsibilities

1. Provide release notes.
2. Remotely install CU.
3. Remotely demonstrate any new delivered features as needed.

LAPD Responsibilities

1. Witness the demonstration of newly installed features, as required.
2. Provision the additional functionality as desired, based on the release notes.
3. Educate users on new features.

Motorola Deliverable

Title/Description
Cumulative Upgrade installation

2.16   Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the System Description and Project Schedule. Integrated functionality between Motorola

developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

2.16.1 Interface Development

Development will be completed in accordance with an interface design document. LAPD is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces. If changes are required of the third-party system Motorola is interfacing with, LAPD will be responsible for procurement of those changes.

Motorola Responsibilities

1. Develop interfaces in accordance with the interface design document.
2. Establish connectivity to external and third-party systems.
3. Configure interfaces to support the functionality described in the interface design document.
4. Demonstrate the interface usability.

LAPD Responsibilities

1. Act as liaison between Motorola and third-party vendors or systems (including CAL DOJ) as required to establish interface connectivity with the Motorola system.
2. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
3. Provide network connectivity between PremierOne and third-party systems.

Motorola Deliverables

Title/Description
Contracted Interfaces

2.16.2 Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. LAPD is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

1. Establish connectivity to external and third-party systems.
2. Configure interfaces to support the functionality described in the System Description and reviewed during the Interface Functional Review Session.
3. Validate each interface can transmit and/or receive data in accordance with the System Description.

LAPD Responsibilities

1. Act as liaison between Motorola and third-party vendors or systems (including CAL DOJ) as required to establish interface connectivity with the Motorola system.

2. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support **Motorola's** interface installation efforts.

3. Provide network connectivity between PremierOne and the third-party systems.

4. Provide external interface connection demarcation points at locations agreed to by Motorola.

Motorola Deliverables

Title/Description
Contracted interfaces and integration

2.16.3 Advanced Configuration Tool

The Advanced Configuration Tool (ACT) is an application development tool designed to provide skilled PremierOne Records resources the ability to modify and develop records functionality. Using ACT, trained resources can design the navigational flow for modules and develop application components, such as search fields, data grids, default views, and in-module reports. ACT is also used to modify and develop modules in order to provide functionality to support LAPD-specific business processes. Unlike configuration or provisioning, development done in ACT creates additional database structures and application code.

The skilled resource will be familiar with relational database logic, data types, and understand data theory. The skilled resource must understand the agency's end-to-end business operation, anticipate specific reporting needs, and envision the required inputs to support the desired reporting outputs.

LAPD representative(s) will attend ACT training.

Motorola Responsibilities

1. Make ACT training available to LAPD System Administrator(s).

LAPD Responsibilities

1. Attend the ACT training.

NOTE - ACT changes made to the system outside of those captured in the Operational Design Document should be reviewed with the Motorola Application Specialist. Failure to do so prior to making changes using ACT could negatively impact the system and impair **Motorola's** ability to support the system.

Motorola Deliverable

Title/Description
Advanced Configuration Tool
Advanced Configuration Training

2.16.4 California Incident Based Reporting System (UCR/IBRS) Interface

Motorola **will** deliver contracted software to support dual reporting for California UCR/NIBRS reporting requirements.

Motorola Responsibilities:

1. Deliver the California UCR/IBRS reporting capability.

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2. Collaborate with LAPD to understand any provisioning parameters that may be or are impacting UCR/IBRS submission acceptance in the event of an initial failed submission.

3. Modify the state layer to account for any requirements necessary to be compliant with state specific reporting requirements, as required by the State, and upon receipt of an official state communication.

LAPD Responsibilities:

1. Serve as the intermediary between Motorola and the State in clarifying reporting requirements between state requirements and PremierOne Records state layer submission functionality.

2. Facilitate any required meetings between Motorola and the State.

3. Initiate a UCR/IBRS submission to the State.

4. Resolve any provisioning issues impacting State submission acceptance.

5. In the event of a failed submission:

   A. Communicate the discrepancy in reporting requirements to the State.

   B. Obtain an official state communication clearly articulating the State's requirement.

   C. Forward a copy of the official state communication to Motorola

Motorola Deliverables

Title/Description
California UCR/IBRS Reporting

2.16.5   California CHP Crash Report (Traffic Accident Reporting)

Motorola will develop the California CHP Crash Report and describe additional related forms here.

Motorola Responsibilities:

1. Update hard-copy forms based on version update and configure crash reporting functionality.

2. Collaborate with LAPD to understand any provisioning parameters that may impact report submission acceptance, in the event of an initial failed submission.

3. Modify the crash report to account for compliance with state specific reporting requirements, as required by the State, and upon receipt of an official state communication.

LAPD Responsibilities:

1. Provide hard copies of forms.

2. Initiate a submission of the Crash Reports to the State.

3. Resolve any provisioning issues that affect State submission acceptance.

4. Serve as the intermediary between Motorola and the State in clarifying reporting requirements between state requirements, LAPD requirements, and PremierOne Records Crash Report submission functionality.

5. Obtain an official state communication clearly articulating the State's requirement.

6. Forward a copy of the official state communication to Motorola.

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Motorola Deliverables

Title/Description
California Crash Report

2.17 Reports and Dashboards

2.17.1 Reports

Motorola will deliver the standard reports library. A list of the standard reports delivered with the installed version will be provided upon request.

The custom reports listed in section 1.5.4 will be delivered in an iterative manner as follows:

- Initial discovery session to determine report requirements and accurate field mapping
- Delivery of a draft report to the LAPD for review and testing
- Final report inclusive of necessary changes outlined by LAPD during review and testing prior.

Motorola Responsibilities

1. Host initial discovery sessions.
2. Solicit feedback on draft reports during review.
3. Deliver draft report for customer testing
4. Incorporate necessary changes into the final report from LAPD testing and review.

LAPD Responsibilities

1. Participate in initial discovery sessions.
2. Provide feedback during review sessions.
3. Test forms for accuracy, completion, and adherence to necessary policies, procedures, and regulations within 10 days of notification of draft availability. Communicate necessary changes to drafts at or before the conclusion of the 10 days.

Motorola Deliverables

Title/Description
PremierOne standard reports library
Custom Reports listed in Section 1.5.4

2.17.2 Intelligent Data Discovery

The objective of this task is to introduce the functionality available via the Intelligent Data Discovery (IDD) tool. IDD Training will be conducted in accordance with the Training Plan.

For Records: Motorola will review the three (3) standard dashboards for a single agency and develop two (2) customer-defined dashboards as described in the System Description.

This effort will utilize LAPD's existing Microsoft SQL Server licenses and Business Intelligence tools to configure dashboards and data views using data available from the PremierOne environment.

Motorola Responsibilities

1. Conduct a two (2) day overview/consultation to review standard dashboards and reports.
2. Define and document requirements for the customer-defined dashboards.
3. Create customer-defined dashboards based on a list of 50 graphical elements (maps, charts, gauges, etc.)
4. Install the standard and customer-defined dashboards. (This task will occur during the IDD training course.)

LAPD Responsibilities

1. Perform data entry (incident creation, dispatch, disposition, etc.) to confirm sufficient data exists for reporting.
2. Define requirements for the customer-defined dashboards within thirty (30) days of the overview / consultation.
3. Assign resource(s) that have received the Records Ad hoc Reporting training to participate in the initial dashboard consultation and review delivery of the dashboards.

Motorola Deliverable

Title/Description
Records Dashboards (standard and customer-defined)

2.18 Data Conversion

2.18.1 Transactional Data Conversion

Motorola will convert specified legacy data as outlined in the Data Conversion Guide that exists in a single legacy system to conform to the data structure of the PremierOne system. While Motorola is responsible for converting the specified data, it is critical the LAPD assigns a knowledgeable resource to this activity who will remain engaged throughout the conversion process.

The legacy database must be a relational database. Motorola must be able to link directly to the legacy database from MS SQL Server.

The LAPD must conduct an analysis of their data in the legacy system(s) to identify duplicate data/records, lost data, orphaned records, or records that haven't been linked properly and resolve those issues prior to extracting the data to be converted. Motorola does not provide any data clean up or manipulation of the provided data and conducts a single, one time, bulk load of legacy data.

The legacy data must be sent to a designated Motorola facility to develop and test the conversion routines.

Data Conversion tasks for PremierOne Records cannot begin until all ACT work has been finalized on targeted modules as defined in the Data Conversion Guide. If targeted modules are altered after data conversion routines have started, this invalidates data conversion entirely, and must be restarted through the change order process and the LAPD may incur additional cost.

Data conversion routines will executed in three phases:

- Two Validation Test Loads - the first will contain up to one month of representative data; the second will contain up to six months of representative data.
- Bulk Load based on contracted delivery, less the delta agreed upon in phase three.
- Delta Load - the delta of data between end of the bulk load and time of system Go Live. LAPD must stop using their system before this load and that stop date will be the end date of the Delta Load. This Delta will be no more than one month of data.

Motorola Responsibilities

1. Analyze data files with the LAPD to determine which tables contain the specified legacy data and identify truncated, coded, or masked data.
2. Conduct a remote Data Conversion Preparation Workshop to identify where the information will be positioned in PremierOne and develop documentation (Data Conversion Guide).
3. Provide LAPD with the address and recipient information of the Motorola facility the extracted data will be sent to for data conversion processing.
4. Develop the conversion routine and execute the initial Validation Test Load representative data set to identify and correct any issues.
5. Execute the second Validation Test Load on a representative data set and verify the conversion results with LAPD.
6. Perform the Bulk Load in accordance with the Data Conversion Guide and results of Validation Test Loads
7. Perform the Delta Load which serves as the final data migration after the Live Cut, in accordance with the Project Schedule.

LAPD Responsibilities

1. Conduct an analysis of the data in the legacy system(s) to identify duplicate data/records, lost data, orphaned records, or records that haven't been linked properly and resolve those issues prior to extracting the data to be converted.
2. Provide documentation of the legacy database and field mapping information of legacy systems for Motorola's understanding of LAPD's data schema and relation.
3. Extract the data to be converted from the legacy databases.
4. Engage resources from legacy system vendors, if required, to provide information on legacy database schema.
5. Participate in Data Conversion Preparation Workshop.
6. Review and approve the Data Conversion Guide within 10 business days of receipt.
7. Extract and ship legacy data, on a mutually agreed upon medium, to Motorola for conversion processing.
8. Provide access to legacy systems from which data will be extracted.
9. Review data after each Load to verify accuracy, in accordance with the Data Conversion Guide, and notify Motorola within 10 business days of any inaccuracies or discrepancies.
10. Provide acknowledgement of completion of data conversion.

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Motorola Deliverables

Title/Description
Data Conversion Guide
Data Conversion Workshop
Converted Data per the Data Conversion Guide in accordance with the Project Schedule

2.18.2   Convert on Demand Tool

The Convert On Demand (CoD) tool provides the LAPD the ability to configure and import documents from legacy Records Management Systems into PremierOne Records on an as-needed basis. The CoD Tool only supports T-SQL relational databases for storing legacy information.

The database in which the legacy data resides will remain in an archived database instance, and when the need arises, data is brought into PremierOne. The CoD tool can convert one record at a time or perform a bulk import into PremierOne systems. The tool uses internal PremierOne Record components to maintain data integrity of converted records in PremierOne Records.

The CoD tool also has a feature that enables users to compare legacy data in the PremierOne Records format before deciding to convert specific records to PremierOne Records. This feature helps users to validate data mapping between the legacy data and will present how it will appear in PremierOne Records.

The CoD Tool Workshop is a 3 day, onsite workshop where Motorola will advise the LAPD in the use of the Tool and assist the LAPD in the development of configuration documents/files or ETL scripts.

Motorola Responsibilities

1. Install the CoD tool on the PremierOne Records server.
2. Coordinate CoD Tool Workshop

LAPD Responsibilities

1. Participate in the CoD Tool Workshop.
2. Following the CoD Tool Workshop, create the required configuration documents/files.

Motorola Deliverables

Title/Description
Convert on Demand Tool

2.19   System Training

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (on-line) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Training is delivered in accordance with the Training Plan in Section 4.

2.19.1 Learning eXperience Portal ("LXP" Online Training)

Training is made available to LAPD, in part, via **Motorola's** LXP. This subscription service provides your users with continual access to **Motorola's** library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Courses delivered or supplemented by LXP content are described in the Training Plan.

LXP content can be provided to the LAPD for importing into your existing LMS at no additional cost.

Motorola Responsibilities

1. Configure a customer-specific portal view.
2. Create a Learner access account to the portal for each user name provided by the LAPD.
3. Provide instruction to LAPD LXP Administrator on building groups.

LAPD Responsibilities

1. Provide Motorola with names (first and last) and email addresses for each learner.
2. Complete LXP Administrator training.
3. Advise users of the availability of the LXP.
4. Build groups as desired.

2.19.2 Instructor-Led Training (On-site and/or Remote/virtual)

Motorola Responsibilities

1. Deliver User Guides and training materials in electronic format.
2. Perform training in accordance with the training outlined in Section 3.
3. Provide LAPD with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

LAPD Responsibilities

1. Supply classrooms with a workstation for the instructor and at least one (1) workstation for every two (2) students based on the requirements listed in the Training Plan.
2. Designate training representatives who will work with the Motorola trainers in the development and delivery of training.
3. Immediately notify the Motorola project manager of any observed deficiencies in training delivery.
4. Provide signoff on completion of Motorola-provide instructor training.
5. Conduct/facilitate training of all end users in accordance with a LAPD-developed training delivery plan.

Motorola Deliverables

Title/Description
Electronic versions of User Guides and training materials
Attendance Rosters

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2.20 Product Validation

The system is exercised throughout the delivery of the project by both Motorola and LAPD via provisioning and training activities. To solidify LAPD confidence in the system and prepare for live use operation, Motorola will perform prescribed system validations in accordance with a Product Validation Plan.

2.20.1 Product Validation Plan

The objective of this series of tasks is to finalize the activities to be conducted in accordance with the final Project Validation Plan. The Project Validation Plan will be finalized following system provisioning activities. The Project Validation Plan describes the scope and objectives of each type of demonstration executed by Motorola as well as the techniques used during each type of demonstration and the completion criteria. LAPD may execute their own tests outside the scope of Motorola's demonstration responsibility as desired.

The Product Validation Plan covers the following types of demonstrations:

- Functional Validation
- Interface Validation

Motorola Responsibilities

1. Provide the base Project Validation Plan for the version of software installed and provisioned at LAPD. The plan shall include all features and functions configured based on information gathered throughout the project kickoff and provisioning phase of the project.
2. Distribute a copy of the plan to LAPD's Project Manager.
3. Provide a review the Project Validation Plan and schedule of demonstration activities.
4. Execute the Product Validation Plan in accordance with the project schedule.

LAPD Responsibilities

1. Receive the Project Validation Plan.
2. Review the Project Validation Plan activities.
3. Notify the Motorola Project Manager of any items that require discussion.
4. Provide final approval to the Project Validation Plan prior to execution.
5. Initiate any desired user testing upon conclusion of the Project Validation Plan.

Motorola Deliverable

Title/Description
Product Validation Plan

2.20.2 User Acceptance Testing

Upon successful completion of Product Validation, the system will be available to the LAPD to conduct User Acceptance Testing (UAT). UAT will be performed over a period of time to be agreed upon by Motorola and LAPD (this period of time is generally two to four weeks). UAT is not attended by

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Motorola personnel, but project resources will be available remotely to respond to questions and issues.

Motorola Solutions Responsibilities

1. Be available to respond remotely to critical anomalies discovered during User Acceptance Testing that impact Go Live.
2. Develop a remediation plan for anomalies that impact Go Live.

LAPD Responsibilities

1. Develop test scripts for LAPD user testing.
2. Promptly report any anomalies discovered during the test period.

Motorola Solutions Deliverable

Title
Remediation Plan/Schedule for failed issues, if required

2.20.3 Functional Validation

The objective of Functional Validation is to demonstrate the features and functions of the system in LAPD's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to LAPD's operations or for which the system has not been provisioned. The functional demonstration is estimated to span three (3) consecutive business days, on-site, during LAPD's regular business hours. The functional demonstration is a critical activity that must occur following the completion of provisioning and no later than the completion of training.

Motorola Responsibilities

1. Conduct functional validation according to the Functional Validation Plan.
2. Develop a Remediation Plan for errors or issues preventing LAPD from obtaining beneficial use of a module.
3. Manage the Remediation Plan and coordinate Motorola remediation actions.

Note: The Remediation Plan will identify the remediation action and the action owner (LAPD or Motorola). Remediation steps may involve provisioning modifications, system configuration changes and or software version update.

LAPD Responsibilities

1. Ensure required resources are present for their specific area of responsibility.
2. Witness the functional demonstration and acknowledge its completion.
3. Participate in developing the Remediation Plan.
4. Coordinate and manage LAPD remediation actions.

Motorola Deliverable

Title/Description
Completed Functional Validation Results
Remediation Plan

2.20.4   Interface Validation

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with the ISDs as reviewed during the Interface Planning Session.

Motorola is not responsible for issues arising from lack of engagement of third-party and/or LAPD resources to perform work required to enable/provision and/or configure an interface to a third-party system, or troubleshooting any issues on LAPD's third-party systems.

Interfaces that cannot be tested due to connectivity issues to external systems or the unavailability of LAPD's third-party system will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the ISD. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

Motorola Responsibilities

1. Conduct Interface Validation demonstration.
2. Develop a Remediation Plan for anomalies that do not align with the functionality presented in the ISD.
3. Manage the Remediation Plan and take Motorola remediation actions.

LAPD Responsibilities

1. Ensure required resources are present for their specific area of responsibility.
2. Provide access to a resource with access to the interfacing system to validate functionality.
3. Witness the execution of the demonstration and acknowledge successful completion.
4. Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).
5. Coordinate and manage LAPD remediation actions.

Motorola Deliverable

Title/Description
Completed Interface Validation Results
Remediation Plan

2.21   Initial Go Live

2.21.1   Go Live Planning

Motorola will provide support of LAPD's efforts with commencing live operation use of the system. Motorola resources are supplemental to LAPD resources and provide support to LAPD trainers and subject matter experts. LAPD trainers and subject matter experts are the first line of support to end users in the transition of live operations from LAPD's legacy system to the Motorola system. Motorola will work with LAPD to develop a detailed Cutover Plan. This plan includes the following information:

- Motorola and LAPD resources and staffing

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- Pre-cutover tasks/activities to be performed leading up to go live
- Readiness review meetings
- Contingency/roll-back plans
- Go live tasks and responsibilities during and after the live cut
- Post live cut support resources and schedules
- Issue reporting process
- Escalation process

Motorola Responsibilities:

1. Facilitate meetings with LAPD staff to develop and document the Cutover Plan.

LAPD Responsibilities:

1. Coordinate the participation of LAPD technical and operational staff in cutover planning and development and documentation of the Cutover Plan.

Motorola Deliverable

Title/Description
Cutover Plan

2.21.2 Motorola Support Engagement

As part of go live planning, the Motorola Project Manager will complete a System Configuration workbook consisting of customer contact information and information required for remote access to the system. Motorola will schedule a Support Engagement meeting between the Project Manager, Customer Support Manager ("CSM"), Focal Support Technician and LAPD's project team representatives. The CSM will review the Customer Support Plan with LAPD, including contact information and the process for obtaining support.

2.21.3 Go Live Event

In accordance with the Cutover Plan, Motorola and LAPD will begin transitioning from LAPD's legacy system to live operational use of the PremierOne system. Motorola will provide on-site support at one (1) Records center in accordance with the Cutover Plan. The go live event transitions LAPD from an implementation project to a support project under the governance of the Motorola Support organization.

Motorola Responsibilities:

1. Work with LAPD to schedule the date and time for the go live event.
2. Facilitate the Support Engagement Meeting between LAPD and the Motorola Support organization.
3. Execute the Cutover Plan.
4. Provide on-site resources as specified in the Go Live Plan to support LAPDs Trainers and SME's as they provide first level support to end users. Unless otherwise documented in the Go Live Plan, support will be provided in accordance with the following: (Support commences upon cutover to the Records system.)

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Starting at Day of Live Cut		Motorola Onsite Cutover Resources		
Product	Job Classification	Number of Resources	Daily Hours of Coverage	Total # Live Cut Support Days
PremierOne Records	Application Specialist	3	24	3
PremierOne Records	Solutions Architect	1	8	3

LAPD Responsibilities:

1. Coordinate the participation of LAPD technical and operational staff in cutover planning and development and documentation of the Cutover Plan.
2. Identify Trainers and SME's who will serve as first line support to end users during Go Live activities.
3. Manage Go Live activities.
4. Perform and support the cutover activities defined in the Cutover Plan.
5. Inform LAPD staff about the Customer Support Plan and the process to contact Customer Support.
6. Engage Motorola

Motorola Deliverable

Title/Description
Completion of Go Live Activities

2.21.4 Documentation

As part of project completion, Motorola will validate LAPD receipt of electronic copies of the following documentation:

- User Guides for the following:
  - PremierOne Records
  - PremierOne Mobile
  - CommandCentral Responder
- Records Operational Review Document
- System Administration Guide
- System Configuration Workbook
- As-Built System Design Documentation

As-built system documentation is also archived with the System Support Center along with customer information and access procedures to facilitate efficient response and resolution of any reported system issues.

2.21.5 (30 Day) Operational Burn-In Period

The Operational Burn-in Period provides LAPD remote access to a Motorola Application Specialist while using the products in a live operation mode. The Application Specialist can provide guidance on

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working through business process changes, provisioning changes and addressing training questions. Throughout the Operational Burn-in Period, LAPD will contact the designated Motorola resource, during normal business hours, to address items of concern that do not impair the use of a module or modules. LAPD is encouraged to contact Motorola by telephone anytime during the Operational Burn-in Period should the on-premise Software System become unavailable.

2.22   Transition to Support

Following the Go-Live Event, the system transitions to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

2.23   Project Closure

Following completion of the thirty-day operational burn-in period, the service delivery is complete. Motorola and LAPD certify the Software System Completion milestone and the implementation project is formally closed.

NOTE: Phases 2-5 of CommandCentral Responder Incident Report will be provide as part of punch list resolution.

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Section 3

Training Plan

3.1 Course Listing

The following matrix delineates the classes that are included for the PremierOne product line. The matrix includes the number of classes per course type, the maximum number of participants per class and the location of each of the classes. Additional class modules may be obtained by the LAPD for an additional fee.

Motorola Solutions offers in-person onsite, virtual, and Learning eXperience Portal ("LXP") training.

- LXP-P – students must complete LXP *prerequisites* before attending in-person training
- LXP-C – these training *classes* are entirely conducted via LXP on demand with no in-person training component
- LXP-R – this training offers *refresher* components that can be taken on demand after the in-person training is completed.
- Onsite – in-person training from an onsite instructor conducted at the **Customer'** facilities
- Virtual – virtual instructor-led training (class will be recorded and made available for future LAPD use)

Course Module	Maximum No. Attendees Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
PremierOne Client Installation (201-C)	All subscribers	All subscribers	All subscribers	LXP-C	4
PremierOne Records Provisioning Training (301-O)	6	1	6	LXP-P & Onsite	72
PremierOne Mobile Overview (210-V)	30	1	30	Virtual	2
PremierOne Mobile/Mobile Records Train-the-Trainer for Law Agencies (211-V)	12	4	48	Virtual	8
PremierOne Records Train-the-Trainer (302-O)	12	3	36	LXP-P & Onsite	32
Case Management Train-the-Trainer (302-C)	12	1	12	Onsite	24
PremierOne Mobile User Training (212-C)	All subscribers	All subscribers	All subscribers	LXP-C	4
PremierOne Records User Training (304-C)	All subscribers	All subscribers	All subscribers	LXP-C, LXP-R	16

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Course Module	Maximum No. Attendees Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
PremierOne Records Mobile Training (110-O)	All subscribers	All subscribers	All subscribers	LXP-C, LXP-R	4
PremierOne Records System Administrator Training (105-O)	4	1	4	Onsite	16
PremierOne Records Advanced Configuration Tool (ACT) Training (303-O)	4	1	4	Onsite	40
SSRS Report Builder Training in PremierOne for Records (305-O)	6	1	6	LXP-P, Onsite & LXP-R	24
Intelligent Data Discovery in PremierOne Records (306-V)	4	1	4	L-P & Virtual	24
EvidenceOnQ Pre-Go Live Training	6	6	36	Onsite	3.5
EvidenceOnQ Go Live Training	TBD	9	TBD	Onsite	8
EvidenceOnQ Ongoing Training	All Users	All Users	All Users	Online	TBD

3.2 Training Overview

Motorola considers training to be an extremely important aspect of the system installation and requires working closely with the LAPD. Motorola's instructors are certified through the Learning and Performance Institute's Trainer Performance Monitoring & Assessment (TPMA) program as well as their Online Learning Facilitators program.

Motorola utilizes a Learning Management System for both online and on-site training. The Learning Management System will be demonstrated during the project kick-off. Shortly after kick off the LAPD will designate a Customer Training Representative. This individual will be the contact for the Learning Management System and Motorola trainers. Access to the Learning Management System will be provided to each PremierOne User. The LAPD Training Representative will provide Motorola user names and email addresses so access to the LXP can be completed. The LAPD Training Representative should be familiar with the LAPD's daily operations and must attend (or designate a replacement) each Motorola educational course. Motorola trainers will rely on this representative to be the one point of contact for Motorola staff when policy and procedural questions arise, act as course facilitator, and act as the LAPD's educational monitor. The LAPD will also identify the personnel who will serve as trainers. These individuals must participate in all the Train-the-Trainer courses. In addition to the skills described below, the LAPD's trainers must have prior experience as a classroom instructor and a thorough understanding of the LAPD's operations. Other courses will require participants from different areas of the LAPD's operations as shown in the individual course descriptions, detailed in Motorola training course descriptions.

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3.2.1   System Administrator

The Customer is responsible for ensuring that its application administrators are proficient in the prerequisite technologies. These technologies are embedded in the Motorola applications; however, training in these technologies will not be provided by Motorola.

Microsoft Technologies

- Windows Administration
- SQL Server 2017
- SQL Server Reporting Services
- System Center 2016 (SCOM)

3.2.2   Training Facilities and Schedules

The LAPD shall provide facilities for training courses which are alcohol and smoke-free. Both the classroom and workshop classes will require a projector that can be connected to a PremierOne System workstation, white-board for instructor's use and shall accommodate student note taking. The workshop format also requires multi-monitor student workstations. Students and instructors will dedicate class time to training and will not be subject to interruptions. At least two days prior to each onsite training course, the instructor shall have access to the training facility and all workstations for setup and workstation configuration. All training will be held at the LAPD's site or online utilizing the Learning Management System; at least two weeks prior to onsite training courses, the LAPD must supply Motorola with a roster of course attendees and they will be provided access to Pre-Requisite training that must be completed prior to the onsite training course start date. Motorola and the LAPD shall mutually agree to training schedules to accommodate the LAPD's shift operations and other site-specific requirements. Evening courses will end by 11:00 p.m. Weekends and Holidays will not be used as training days.

3.2.2.1   Training Methods and Procedures

Motorola offers on-site training and online training both coordinated with the Software Enterprise learning management system. Types of training courses include:

- Administrative workshops; focused on providing specialized users with in-depth knowledge on the features, operational, and administrative functions of the system.
- Train the Trainer; instructor-led classroom training that provides key individuals with extensive hands-on use of the system utilizing true-to-life incident scenarios so they can develop and provide training to new users.
- End User Training; Instructor-led classroom training that provides users with instruction on subject matter relevant to their respective role in using and or supporting the PremierOne System. In addition to facilitated discussion, End User training consist workshop elements where needed, to provide hands on demonstration of the material being presented.
- Instructor Led virtual online training using the Learning Management System.
- Online "Anytime" training using the Learning Management System.

Students should have a typing proficiency of 25 wpm, knowledge of PCs and Microsoft Windows, and have completed course prerequisites as listed in the course descriptions prior to the classroom training.

Designated Motorola Instructors will provide application instruction using several techniques and materials.

- Instructor Lesson Plan: The instructor's tool for planning the detailed course content on a module-by-module basis.
- Training Course Agenda: The student handout that outlines the course sequence of events including duration, and course modules.
- Worksheets, Job-Aids, Quizzes, retention instructional activities.
- Training Course Objectives: The instructor's predefined course objectives. These are provided for Train-the-Trainer classes only.
- Evaluations: On the final day of a training class, the students will be asked to complete an Instructor Evaluation form. They are optional forms and anonymity is acceptable.
- Certificates of Attendance: Students completing the onsite and online classes will receive Certificates of Attendance.
- Attendance Rosters: Customers will provide to the Motorola instructor a roster listing the names of training participants ten (10) days prior to the start of the course. Instructors will complete Attendance Rosters of actual participants for each day of training
- Prerequisite training for onsite courses using the Learning Management System to provide base knowledge for all students prior to the start of on the onsite class.
- Motorola PremierOne User Documentation: An electronic copy of the applicable Motorola Reference Manuals and documentation will be provided prior to training. The Customer is responsible for duplicating and delivering manuals to participating students prior to class commencement.

3.2.3   Training Environment

PremierOne has a fully functional second environment that can be used for training. This training environment will enable the LAPD's trainers to provide on-going training. This training environment also allows training to continue without interruption of the real time operations. Use of the training environment is covered in the Train the Trainer classes.

3.2.4   Session Attendance

Motorola is committed to providing a quality training experience and desires that the LAPD receives the maximum benefit from each onsite training session. Each training session has been sized to provide the optimal training environment that meets the needs of the students in relation to the complexity of the material being presented. Given the nature of the material being presented and the intensity of the training, it is imperative that maximum course numbers not be exceeded. In the event the number of students in attendance exceeds the published maximum number of students and the list of participants identified on the training roster, Motorola will take corrective action, ensuring the integrity of the session is maintained and the student's ability to learn is protected. Motorola corrective action may include:

- Delaying the start of training until the number of students in attendance is in line with the maximum number of students allowed for the session.
- Splitting the class into multiple sessions. In such a case, the LAPD will be charged for multiple occurrences of the class plus additional expenses, including travel related expenses, incurred by Motorola Solutions.

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- Delaying the classroom training until the Prerequisite training has been completed in the LXP by each learner.

3.2.5 Learning eXperience Portal (LXP) Requirements

The LXP is accessed via an internet browser. Motorola will configure a customer specific portal view of the Learning Management System, known as an organization. This provides autonomy to the agency utilizing LXP.

Accounts to access the LXP are created for each learner using their Email address. All learners accessing LXP content must have their own account within the LXP. A learner will need to have access to the internet via workstation, laptop, tablet or smartphone to access learning.

Customer LXP Administrators will be given the ability to build Groups, a more granular segmentation of the LXP that is generally utilized to separate learners of functions (i.e. dispatchers, call takers, patrol). One learner can be assigned to multiple groups if necessary. Learners can be assigned training from a Learning Path, a collection of courses that include likeminded courses.

In most cases audio accompanies visual display; speakers or headsets are recommended to utilize full functionality of the LXP. Course assessment evaluations are also accessed via the LXP. Access to these evaluations in the classroom is suggested.

3.2.5.1 LXP Learner Subscription Package

Learner-level subscriptions have been included for personnel who are expected to be users of one or more products. LAPD resources will have access to the LXP training materials during deployment and as long as the post-live subscription is maintained during the warranty/maintenance period. Learner level subscriptions allow access to all materials available for the applications included in this Training Plan. A Learner level subscription that allows the LAPD to create their own content is available at an additional cost.

3.3 Course Descriptions

The following tables provide detailed descriptions of training courses that will be provided as part of the system at the location indicated.

Table 3-1: PremierOne Client Installation (201-C)

Goal:	Provide selected personnel with sufficient knowledge to install PremierOne client software on workstations. Includes prerequisite third-party software. If the customer desires, an imaging solution can be presented.
Course Materials:	• LXP-C • PSA0220 PremierOne Records Client Installation • PSA0186 PremierOne Records Mobile Client Installation
Location:	On Demand
Duration:	Approximately 1 hour of online training material
Participants:	IT staff who are responsible for installing workstation software
Class Size:	N/A
Prerequisite:	Knowledge of Microsoft operating systems and basic software installation practices
Environment Setup:	Each workstation or device must have an internet connection to the LXP system

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Table 3-2: PremierOne Records Provisioning Training (301-O)

Goal:	Provide selected personnel with sufficient knowledge to configure PremierOne Records to meet the agency's needs, including security, agency code tables, personnel, and other administrator items
Course Materials:	- PremierOne Records Provisioning Guide - LXP prerequisite training courses - Course Outline
Location:	Customer's facility
Duration:	Session 1: Up to 24 hours over three consecutive business days Session 2: Up to 24 hours over three consecutive business days Session 3: Up to 24 hours over three consecutive business days
Participants:	Administrators who are responsible for configuring agency information
Class Size:	Maximum of six (6) students
Prerequisite:	Knowledge of current business practices LXP Required Prerequisite training courses: - PSA0100 Provisioning - Creating an Agency - PSA4151 Provisioning - Creating a New Code Table - PSA0098 Provisioning - Workflow 101
Environment Setup:	- Each workstation or device used for LXP prerequisites must have an internet connection - Records workstation for each participant with network connection to the PremierOne servers - Instructor's workstation(s) with network connection - Projector - White board (if possible)
NOTE:	- Allow at least four weeks from the end of provisioning training to perform the necessary work prior to the PremierOne Records Train-the-Trainer classes - This course can be broken down into modules based on which personnel need to be in attendance. There will also be working sessions to aid the Agency with proper provisioning

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Table 3-3: PremierOne Mobile Overview (210-V)

Goal:	Provide a virtual instructor-led overview demonstration of the use of the PremierOne Mobile client.
Duration:	Up to 2 hours in a single business day
Participants:	Any user of PremierOne Mobile client
Class Size:	Maximum of thirty (30) students
Prerequisite:	Knowledge of current Mobile application and customer operations.
Environment Setup:	Instructor's workstation(s) with network connection

Table 3-4: PremierOne Records System Administrator Training (105-O)

Goal:	Provides practical techniques for system administration and maintenance of the PremierOne Records system.
Course Materials:	• PremierOne System Administration Guide • Course Outline
Location:	Customer's facility
Duration:	Up to 16 hours over two consecutive business days
Participants:	System Administrators - personnel responsible for the day-to-day management of the system.
Class Size:	Maximum of four (4) students
Prerequisite:	• LXP pre-class testing to determine if the student has the appropriate skill levels • LXP prerequisite training courses • Knowledge of customer site network, IT policies and operations. • Microsoft proficiency as defined in the Prerequisites Section.
Environment Setup:	• Each workstation or device used for LXP prerequisites must have an internet connection • Instructor's workstation(s) with network connection to the PremierOne servers • Projector • White board (if possible)

Table 3-5: PremierOne Records Train-the-Trainer (302-O)

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	• PremierOne Users Guide • LXP prerequisite training courses • Course Outline
Location:	Customer's facility
Duration:	Up to 32 hours over four consecutive business days
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current FBR application and customer operations LXP Required Prerequisite training courses: • PSA4049 End User - Case Report • PSA4050 End User - Pull Forward Feature • PSA4051 End User - Case Reports/Report Writing • PSA4053 End User - Document Workflow/Rollback • PSA4054 End User - Messaging and Assignments • PSA4038 End User - Query Smart Copy • PSA4037 End User - Create Report Button
Environment Setup:	• Each workstation or device used for LXP prerequisites must have an internet connection • Records workstation for each participant with network connection to the PremierOne servers • Instructor's workstation(s) with network connection • Projector • White board (if possible)
NOTE:	Allow two weeks from the end of train-the-trainer to the beginning of end user training to allow customer to build site-specific documentation and outline for end user classes. The Motorola Solutions Instructor will be available for remote consultation in producing documentation and outline.

Table 3-6: PremierOne Records Case Management Train-the-Trainer (302-C)

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	• PremierOne Records Users Guide • LXP prerequisite training courses • Course Outline
Location:	**Customer's** facility
Duration:	Up to 24 hours over three consecutive business days
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current RMS application and customer operations LXP Required Prerequisite training courses: • PSA4049 End User - Case Report • PSA4050 End User - Pull Forward Feature • PSA4051 End User - Case Reports/Report Writing • PSA4053 End User - Document Workflow/Rollback • PSA4054 End User - Messaging and Assignments • PSA4038 End User - Query Smart Copy • PSA4037 End User - Create Report Button
Environment Setup:	• Records workstation for each participant with network connection to the PremierOne servers • Instructor's workstation(s) with network connection • Projector • White board (if possible)
NOTE:	Allow two weeks from the end of train-the-trainer to the beginning of end user training to allow customer to build site-specific documentation and outline for end user classes. The Motorola Solutions Instructor will be available for remote consultation in producing documentation and outline.

Table 3-7: PremierOne Mobile/Mobile Records Train-the-Trainer for Law Agencies (211-V)

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	• PremierOne Mobile User Guide • Course Outline
Duration:	Up to 8 hours in a single business day
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current Mobile applications and customer operations. LXP Required Prerequisite training courses: • PSA4043 End User - Logging On • PSA4039 End User - Overview & Navigation • PSA4041 End User - Mobile Sync • PSA4047 End User - Incident & Unit History • PSA4036 End User - Editing Capabilities and Skills • PSA4045 End User - Monitored Agency/Areas • PSA4223 End User - Unit Status • PSA4224 End User - Self Dispatch • PSA4225 End User - Stacked Incidents • PSA4035 End User - Field Initiated Incidents • PSA4042 End User – Queries • PSA4046 End User - Generating Report Numbers • PSA4040 End User - Logging Off
Environment Setup:	• A workstation or device for each participant with network connection • Instructor's workstation(s) with network connection

Table 3-8: PremierOne Records User Training (304-O)

Goal:	Provide end users of PremierOne Records with sufficient knowledge of the system to create law records and process the workflow
Course Materials:	• PremierOne Users Guide • LXP prerequisite training courses • Course Outline
Location:	Customer's facility
Duration:	Up to 16 hours of online training material
Participants:	Records clerks, law enforcement officers, supervisors, property and evidence clerks
Class Size:	N/A
Prerequisite:	Knowledge of current FBR application and customer operations LXP Required training courses: • PSA4049 End User - Case Report • PSA4050 End User - Pull Forward Feature • PSA4051 End User - Case Reports/Report Writing • PSA4053 End User - Document Workflow/Rollback • PSA4054 End User - Messaging and Assignments • PSA4038 End User - Query Smart Copy • PSA4037 End User - Create Report Button Other training sessions may be required depending upon the work assignment of the trainee.
Environment Setup:	Each workstation or device must have an internet connection to the LXP system

Table 3-9: PremierOne Records Mobile Train-the-Trainer (110-O)

Goal:	Provide end users of PremierOne Records Mobile with sufficient knowledge of the system to create field reports on the mobile computer and process the workflow
Course Materials:	• PremierOne Users Guide • LXP prerequisite training courses • Course Outline
Location:	Customer's facility
Duration:	Up to 4 hours of online course material
Participants:	Patrol officers and field users
Class Size:	N/A
Prerequisite:	Knowledge of current FBR application and customer operations
Environment Setup:	Each workstation or device must have an internet connection to the LXP system

Table 3-10: PremierOne Records Advanced Configuration Tool (ACT) Training (303-O)

Goal:	To learn to make user interface (UI) modifications in PremierOne Records using the Advanced Configuration Tool (ACT). ACT is a development tool provided for the Customer's use to make changes to forms, printouts, and navigation. The class will provide guidelines for the allowable changes.
Course Materials:	• PremierOne Records Advanced Configuration Guide • Course Outline
Location:	Customer's facility
Duration:	40 hours
Participants:	Personnel responsible for system configuration
Class Size:	Maximum of four (4) students
Prerequisite:	Knowledge of current Records application and customer operations. Participants should have a working knowledge of computer systems. Database knowledge is preferable.
Environment Setup:	• A workstation for each participant with network connection • Instructor's workstation(s) with network connection • Projector • White board (if possible)
NOTE:	This training will include hands on work with the on-site trainer to help configure the application. Not all configuration may be accomplished during class, so please allow additional time after the end of training in order to configure the application further. This class is not an extension of the PremierOne Records Provisioning class, and requires an advanced level of expertise.

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Table 3-11: SSRS Report Builder Training in PremierOne Records (305-O)

Goal:	Provide selected personnel with knowledge on how to create custom reports against the PremierOne DHStoreAnalysis Database using Microsoft's SQL Server Reporting Service (SSRS) and Report Builder software.
Course Materials:	SSRS Training Guide
Location:	**Customer's** facility
Duration:	Up to 24 hours over three consecutive business days
Participants:	Personnel who will create custom reports
Class Size:	Maximum of six (6) students
Prerequisite:	Class participants must have some knowledge/experience of creating "on demand" reports Class participants should have experience working with relational database structures as well as writing and understanding transact SQL code.
Environment Setup:	Student Workstations: - One (1) workstation for each attendee with a connection to the PremierOne system environment. The following is the current list of Operating Systems and Browsers supported for the web portal. - Windows 7, 8.1, 10; Windows Server 2008 R2, 2012, 2012 R2 - Microsoft Edge (+) Preferred - Microsoft Internet Explorer 10 or 11 - Google Chrome (+) - Mozilla Firefox (+) - Microsoft SQL Server Reporting Services installed, configured, and working. - Microsoft Report Builder installed. Optional: - SQL Server Management Studio on each Student Workstation - System Requirements: - Data pre-exists in the DHStoreAnalysis (data is typically propagated during the training courses.) Instructional Requirements: - Instructor's workstation(s) with network connection - Projector - White board (if possible)

Table 3-12: Intelligent Data Discovery (IDD) Training in PremierOne Records (306-V)

Goal:	Provide selected personnel with knowledge to create Business Intelligence dashboards and analytical reports in PremierOne using Microsoft Server Reporting Service (SSRS) and Report Builder software.
Course Materials:	Reporting and Analytics Intelligent Data Discovery Training Guide for Records
Location:	Virtual
Duration:	Up to 24 hours over two consecutive business days.
Participants:	Personnel who will create Business Intelligence Dashboards or reports used for statistical analysis
Class Size:	Maximum of six (6) students
Prerequisite:	Successful completion of (305-O) - SSRS Reporting Training for PremierOne Records.
	Experience in creating Reports using Microsoft SQL Server Reporting Services.
	Familiarity with T-SQL statements for querying data within a SQL Server database
	• LXP Prerequisite training courses:
	• PSA4004 Reporting - Introduction to Intelligent Data Discovery
	• PSA4015 Reporting - Using MS SQL Server Management Studio with IDD
	• PSA4024 Reporting - Concepts for Creating IDD Data Regions
Environment Setup:	Student Workstations:
	• One (1) workstation for each attendee with a connection to the PremierOne system environment.
	The following is the current list of Operating Systems and Browsers supported for the web portal.
	• Windows 7, 8.1, 10; Windows Server 2008 R2, 2012, 2012 R2
	• Microsoft Edge (+) Preferred
	• Microsoft Internet Explorer 10 or 11
	• Google Chrome (+)
	• Mozilla Firefox (+)
	• Microsoft SQL Server Reporting Services installed, configured, and working.
	• Microsoft Report Builder Installed.
	• All Training workstations installed with SQL Server Management Studio.
	System Requirements:
	• Existing data in the DHStoreAnalysis (data is typically propagated during the TTT course)
	Instructional Requirements:
	• Instructor's workstation(s) with network connection
	• Projector
	• White board (if possible)

Table 3-13: EvidenceOnQ Pre-Go Live Training

Goal:	Provide end users of EvidenceOnQ with sufficient knowledge of the system to functionally use the system and prepare for Go Live.
Course Materials:	• EvidenceOnQ Online User Guide
Location:	In person
Duration:	3.5 hours per session
Participants:	Evidence and Property Technicians
Class Size:	6 per session
Prerequisite:	Knowledge of current evidence application and customer operations
Environment Setup:	Each workstation or device must have an internet connection
Notes:	This training will be conducted in 3.5-hour sessions repeated twice per day, for a total of 6 sessions. FileOnQ proposes the a.m. session to be held from 0830 – 1200 hours and the afternoon session from 1330 hours to 1700 hours. The times can be adjusted to meet the schedules of the property staff. The goal of this training session is to introduce the property staff to the EvidenceOnQ application and provide training on basic tasks. This is best conducted in a lecture type setting with a large screen for the attendees to view. FileOnQ will provide a training outline packet for the attendees. All six sessions can be offered from the same location, which would require the property staff to travel to that location. Another option is to provide training in a different location each day to accommodate the geographical location of the property staff and their travel time. After completion of the 3.5 hour introductory training, the attendees will be given a training "cheat sheet" to take with them for practicing back at their own office. This training will be done approximately 2-3 weeks prior to go-live to allow them time to practice in the training database.

Table 3-14: EvidenceOnQ Go Live Training

Goal:	Provide end users of EvidenceOnQ with sufficient knowledge of the system to enter and log evidence and property and process the workflow
Course Materials:	• EvidenceOnQ Online User Guide
Location:	In person
Duration:	Up to 8 hours per daily session
Participants:	Evidence and Property Technicians
Class Size:	TBD
Prerequisite:	Knowledge of current evidence application and customer operations
Environment Setup:	Each workstation or device must have an internet connection
Notes:	FileOnQ will provide 9 days on site training during go-live. Several trainers will be available to provide training at the various property facilities, traveling as necessary. They will provide training and guidance as the property personnel go live with the EvidenceOnQ system. FileOnQ will develop a customized procedures manual that can be distributed to all the property staff. The agency may determine if they want these 9 on-site training days to be all at once at the beginning of go-live or divided up; 5 days on site at time of go live and a follow-up 4 days on site 6-8 weeks after go-live. This is often preferable to give time for the property personnel to use the system and formulate specific questions based on their system use so far.

Table 3-15: EvidenceOnQ

Goal:	Provide end users of EvidenceOnQ with sufficient knowledge of the system to enter and log evidence and property and process the workflow
Course Materials:	• EvidenceOnQ Online User Guide
Location:	Online
Duration:	Up to 8 hours of online course material
Participants:	Evidence and Property Technicians
Class Size:	N/A
Prerequisite:	Knowledge of current evidence application and customer operations
Environment Setup:	Each workstation or device must have an internet connection
Notes:	FileOnQ provides unlimited ongoing training via telephone, web-meeting, and training videos. FileOnQ will provide an email address, toll free number, and individual contact information for your property staff to utilize. The agency may prefer to set up a "training and support" hierarchy with their department that instructs the property staff to contact a supervisor or trainer at the department, who would reach out to FileOnQ. This would provide communication consistency and a funnel for new procedures or training information to be disbursed to the property staff.

Section 4

Pricing

4.1 Proposal Pricing

Motorola pricing is based on a complete system solution. The addition or deletion of any component(s) may subject the total system price to modifications.

COMMAND CENTRAL HYBRID LICENSE	Year 1	Year 2	Year 3	Year 4	Year 5	Subtotal
Records Add on to PremierOne Core						
PremierOne CAD Hybrid License Entitlement						$0
PremierOne Records/Records Mobile Hybrid License Entitlement						$0
PremierOne Records/Records Mobile Clients Site License	$2,261,500	$399,000	$419,000	$439,000	$461,000	$3,979,500
PremierOne Mobile Migration (1,500 Clients)	$0	$124,000	$131,000	$137,000	$144,000	$536,000
Implementation / Services / Consulting Services	$3,827,000					$3,827,000
Total Records BASE – Records/Mobile	**$6,088,500**	**$523,000**	**$550,000**	**$576,000**	**$605,000**	**$8,342,500**
BAFO BASE Records/Mobile Discount	**-$600,000**					**-$600,000**
Total Records Base – 5 Years	**$5,488,500**					**$7,742,500**
Additional Requested Items						
Onsite Admin	$250,000	$255,000	$260,000	$265,000	$270,000	$1,300,000
CommandCentral Responder	$310,000	$200,000	$250,000	$300,000	$350,000	$1,410,000
Mobile Computer Hardware (3yr warranty)	$494,474					$494,474
Mobile Computer Installation	$515,919					$515,919

Pricing

COMMAND CENTRAL HYBRID LICENSE	Year 1	Year 2	Year 3	Year 4	Year 5	Subtotal
Probable Cause Detention System Query	$29,167	$2,500	$2,625	$2,756	$2,894	$39,942
Trial Court Information System Query	$29,167	$2,500	$2,625	$2,756	$2,894	$39,942
Case Management Solution	$360,409	$11,830	$12,422	$13,043	$13,695	$411,399
Property & Evidence Solution	$384,249	$150,000	$150,000	$150,000	$150,000	$984,249
Accident Diagramming Software	$288,000	$97,000	$102,000	$107,000	$112,000	$706,000
Total Additional Items	**$2,661,385**	**$718,830**	**$779,672**	**$840,555**	**$901,483**	**$5,901,925**
Subtotal (pre-tax)	**$8,149,885**	**$1,241,830**	**$1,329,672**	**$1,416,555**	**$1,506,483**	**$13,644,425**
Hardware Sales Tax 9.50%	$48,305					$48,305
Grand Total	**$8,198,190**	**$1,241,830**	**$1,329,672**	**$1,416,555**	**$1,506,483**	**$13,692,730**
Options						
ETRS- Expanded Traffic Records System Query	$29,167.00	$2,500.00	$2,625.00	$2,756.00	$2,894.00	$39,942
PIMS – Prosecution Management System Query	$29,167.00	$2,500.00	$2,625.00	$2,756.00	$2,894.00	$39,942

4.2   Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the receipt 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. Motorola will provide Customer with a Certification of Completion to execute prior to invoice of each payment Milestone.

System Purchase

	Payment Milestone	Payment	Amount
1.)	Completion of the Project Kickoff and On-site Review Meeting	15%	$1,229,728.50
2.)	Completion of the Contract Design Review	25%	$2,049,547.50

Pricing

	Payment Milestone	Payment	Amount
3.)	Delivery of Applicable Hardware & Application Software to Customer Site	25%	$2,049,547.50
4.)	CC Responder Citation, Field Interview, Phase 1 Investigative Information and California IBRS data entry	10%	$819,819.00
5.)	Successful Completion of System Live Cut	10%	$819,819.00
6.)	Final Acceptance	5%	$409,909.50
7)	Acceptance includes roll out of CommandCentral Responder for California IBRS for 90 days for two divisions	10%	$819,819.00
		100%	

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. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

Sign off of FSA and its milestone payment is independent of the build out and implementation of Phases Two through Five for incident reporting.

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Pricing

Section 5

Terms and Conditions

Master Customer Agreement

This Master Customer Agreement (the **"MCA"**) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (**"Motorola"**) and the entity set forth in the signature block below (**"Customer"**). Motorola and Customer will each be referred to herein as a **"Party"** and collectively as the **"Parties"**. This Agreement (as defined below) is effective as of the date of the last signature (the **"Effective Date"**).

1.   Agreement.

1.1.   Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an **"Addendum"**, and collectively the **"Addenda"**). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the **"Ordering Documents"**), which are attached hereto as Exhibits. To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' **"Agreement"**.

1.2.   Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document. Exhibit C **"Certificate of Completion"** and Exhibit D **"Functional Matrix"** are attached to and incorporated by reference to this MCA.

2.   Products and Services.

2.1.   Products. Motorola will (a) sell hardware provided by Motorola (**"Equipment"**), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (**"Licensed Software"**), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (**"Subscription Software"**) to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as **"Products"**, or individually as a **"Product"**. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2.   Services.

2.2.1.   Motorola will provide services related to purchased Products (**"Services"**), to the extent set forth in an Ordering Document.

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2.2.2. <u>Integration Services; Maintenance and Support Services</u>. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (**"Sites"**), agreed upon by the Parties (**"Integration Services"**), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (**"Maintenance and Support Services"**), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. <u>Service Ordering Documents</u>. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. <u>Service Completion</u>. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon **Motorola's** performance of all Services listed in such Ordering Document (**"Service Completion Date"**); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. <u>Non-Preclusion</u>. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or 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 standards or other laws, regulations, or policies.

2.4. <u>Customer Obligations</u>. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are 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 provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, **Motorola's** ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. <u>Documentation</u>. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, **"Documentation"**). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. <u>Motorola Tools and Equipment</u>. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for **Motorola's** use without charge and may be removed from **Customer's** premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in **Customer's** custody or control, and be liable for any loss or damage. Upon the expiration

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or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7.   Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement 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, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8.   Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9.   Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3.   Term and Termination.

3.1.   Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2.   Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein. In the event Customer terminates this Agreement as provided in this section, Customer may procure, upon such terms and in the manner as Customer may deem appropriate, services substantially similar in scope and level of effort to those so terminated, and Motorola shall be liable to Customer for all of its reasonable costs and damages, including, but not limited to, any reasonable excess costs for such services.

3.3.   Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform. At Customer's sole discretion, Customer may suspend

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any or all services provided under this Agreement by providing Motorola with written notice of suspension. Upon receipt of the notice of suspension, Motorola shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to Customer until Customer gives written notice to recommence the services. In the event of a suspension under this provision, and provided that said suspension is not a result of Motorola's failure to perform, , the Parties will negotiate in good faith a change order which addresses any reasonable charges that may be incurred because of the delay specifically applicable to the work being performed during the applicable delivery milestone. 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.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for Customer to comply with its governing legal requirements, Customer shall have no obligation to make any payments to Motorola unless Customer shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Agreement. Motorola agrees that any services provided by Motorola, purchases made by Motorola or expenses incurred by Motorola in excess of the appropriation(s) shall be free and without charge to the Customer and the Customer shall have no obligation to pay for the services, purchases or expenses. Motorola shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until Customer appropriates additional funds for this Agreement. Motorola will not be obligated to perform any services or provide any equipment until Customer has confirmed that funds have been appropriated.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

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4.3.   Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

The invoice must contain the following:

    A. Name and address of company or firm;

    B. Name and address of the contracting department;

    C. Date of the invoice and period covered;

    D. Reference to contract number;

    E. Description of the completed task and amount due for the task;

    F. Copy of the invoices and payments to third parties, if any;

    G. Payment terms, total due, and due date;

    H. Certification by a duly authorized officer of the Contractor;

    I. Discounts and terms (if applicable);

    J. Remittance address (if different from company address); and

    K. Percentage of maximum allowable compensation against which services have been billed to date, and percentage of maximum allowable compensation remaining.

5.   **Sites; Customer-Provided Equipment; Non-Motorola Content.**

5.1.   Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2.   Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. 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.

5.3.   Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content.** If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4.   Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services (**"Customer-Provided Equipment"**). Customer will

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be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. **Representations and Warranties.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

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6.3. <u>Warranty Claims; Remedies</u>. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are **Customer's** sole and exclusive remedies for **Motorola's** breach of a warranty. **Motorola's** warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. <u>Pass-Through Warranties</u>. Without limiting Customer's rights with respect to Motorola's warranties under this Agreement, if Motorola provides any deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Motorola shall: (i) provide Customer with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Motorola shall assign to Customer or otherwise cause the manufacturer to grant to Customer all warranties and indemnities provided by such manufacturer.

6.5. <u>WARRANTY DISCLAIMER</u>. The warranties set forth herein do not apply to: (i) defects or damage resulting from: use of the equipment or software in other than its 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; and v) normal or customary wear and tear.

EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. <u>General Indemnity</u>. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (**"Claim"**) for personal injury, death, or direct damage to tangible property to the extent caused by **Motorola's** negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from **Customer's** negligence or willful misconduct. **Motorola's** duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. <u>Intellectual Property Infringement</u>. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the **"Infringing Product"**) directly infringes a United States patent or copyright (**"Infringement Claim"**), and 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. **Motorola's** duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer

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cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. 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 Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with **Customer's** designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will **Motorola's** liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides **Customer's** sole and exclusive remedies and **Motorola's** entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

8.   Limitation of Liability.

8.1.   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 AGREEMENT (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.

8.2.   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 THE AGREEMENT WILL NOT EXCEED THREE TIMES THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

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8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS 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, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (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 AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – 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 an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. **"Confidential Information"** means any and all non-public information provided by one Party (**"Discloser"**) to the other (**"Recipient"**) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to 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.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) 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; (e) 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 (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of **Discloser's**

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Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy 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 (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**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; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, customer lists and customer credit card or consumer data, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and 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; "**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; "**Motorola Data**" means data owned or licensed by Motorola; "**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 Products or Services.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, 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 (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

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10.3. <u>Ownership of Customer Data</u>. 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 Agreement. Motorola shall not use Customer Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or <u>otherwise</u> exploit Customer Data. Motorola shall not possess or assert any lien or other right against, or to Customer Data. Customer may request an export of Customer Data stored within the systems or held by Motorola in any form or format at no charge to Customer.

10.4. Subject to the restrictions articulated elsewhere in this Agreement, Customer grants Motorola a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use Customer Data solely for purposes of performing the services pursuant to this Agreement for Customer's benefit.

10.5. <u>Data Retention and Deletion</u>. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, 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, subject to **Section 13.9 – Notices**. 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 Ordering Document.

10.6. <u>Service Use Data</u>. 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, and 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.

10.7. <u>Third-Party Data and Motorola Data</u>. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, 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 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. Additional restrictions may be set forth in the applicable Addendum. 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 the applicable Addendum, Ordering Document, or this MCA. 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 Agreement, 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 the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

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10.8. <u>Feedback</u>. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. <u>Improvements; Products and Services</u>. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

10.10. <u>Data Protection. Motorola shall protect, using secure means and technology that is commercially available and standard for public safety communications, Customer Data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data. Motorola shall notify Customer in writing within twenty-four (24) hours of Motorola's discovery of any unauthorized access of Customer Data (a "Data Breach"), or of any incident affecting, or potentially affecting Customer 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. Motorola shall begin remediation immediately. Motorola shall provide daily updates, or more frequently if required by Customer, regarding findings and actions performed by Motorola until the Data Breach or Security Incident has been effectively resolved to Customer's satisfaction. Motorola shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with Customer. At Customer's sole discretion, Customer and its authorized agents shall have the right to participate in the investigation. Motorola shall cooperate fully with the Customer, its agents and law enforcement.</u>

10.11. <u>Except where the liability is primarily attributable to the Customer's negligence, if Customer is subject to liability for any Data Breach or Security Incident, then Motorola shall fully indemnify and hold harmless Customer and defend against any resulting actions. Motorola is responsible for all costs required by law associated with a Data Breach or Security incident.</u>

10.12. <u>Compliance with Identity Theft Laws and Payment Card Data Security Standards. Motorola shall comply with all applicable 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. Motorola 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, Motorola shall verify proper truncation of receipts in compliance with FACTA.</u>

11. **Force Majeure; Delays Caused by Customer.**

11.1. <u>Force Majeure</u>. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. <u>Delays Caused by Customer</u>. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2**

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— **Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12.   Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a **"Dispute"**):

12.1.   Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of California, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2.   Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (**"Notice of Dispute"**) to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including 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). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation (**"Notice of Mediation"**) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the 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. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3.   Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Los Angeles County, California. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13.   **General.**

13.1.   Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2.   Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (**"Auditor"**) may inspect Customer's and, as applicable, Authorized

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Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In addition to those rights available to Customer pursuant to PSC-16, Retention of Records, Audit and Reports, Motorola shall provide Customer or Customer's duly authorized representatives access, for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between Customer and Motorola, (ii) work requested to be performed of Motorola, or (iii) demands for payment by Motorola. Motorola further agrees to maintain such records for a period of three (3) years after final payment under the Agreement.

13.3.   Assignment and Subcontracting. Motorola may not, unless it has first obtained the written permission of Customer:

A.   Assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or
B.   Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.
C.   Written permission of Customer for Motorola's assignment will not be unreasonably withheld.

13.4. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

Restriction on Disbursements to Subcontractors:

A.   If applicable, no money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable provisions of this Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.
B.   Records and Audits of Subcontracts:

(1) Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City;

(2) Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges;

(3) At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract, and

(4) These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

13.5.   Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.6.   Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.7.   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

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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.

13.8. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement 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 included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.9. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.10. 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 FedEx, UPS, or DHL), and will be effective upon receipt. Formal notices, demands, and communications from Motorola shall be given to the **Customer's Representative with copies to the Customer's Project Manager.**

13.11. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.12. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.13. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, 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 will 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. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will 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 order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.   **Customer: [   ]**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

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CERTIFICATE OF COMPLETION

Customer Name: Los Angeles Police Department

Project Name:

Contract Number:

Date:

Motorola Solutions, Inc. Project Manager certifies that the below listed milestone(s) have been completed. Please recognize mutual acceptance by signing below and return to your Motorola Project Manager.

Milestone Event:

- Payment Milestone Description

Milestone Payment: This milestone _IS_ an invoice event. An invoice **will** be generated upon receipt of this signed certificate for the below listed amount:

Payment Milestone Description	Milestone Value
Total	

Punch-list Items:

I want to thank you and your team for allowing Motorola Solutions to service your public safety needs. Please do not hesitate to contact me with any questions and/or concerns.

The undersigned acknowledges completion of the listed Milestone Event or provide Motorola written notification that it does not accept the completion of task within five (5) business days after receipt of the Certification of Completion.

Customer Representative: **Motorola Representative:**

Print Full Name: **Print Full Name:**

Title: **Title:**

Signature:_____   **Signature:** _____

Date:_____   **Date:** _____

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Entitlement to Cloud

In addition to the proposed on premise system for the LAPD, this contract also includes migration entitlement for a hybrid solution which will enable the LAPD to transition to **Motorola's** cloud-based suite. The entitlement for the LAPD in this hybrid solution includes:

- Hybrid functionality and new Cloud Capabilities will be included in this contract and at no cost to the LAPD, based on the hybrid solution description in this document.

- Cloud migration (entitlement to adopt Cloud functionality which replaces contracted on premise functionality as it becomes available and meets the needs of LAPD users) is included in the contract, at no cost to the LAPD.

The hybrid solution for the LAPD includes Cloud migration entitlement. This migration entitlement further enables the following:

- The LAPD will be entitled to participate in Cloud product(s) demonstrations and trials to validate product(s) functionality and how the LAPD's workflows and desired outcomes may be accomplished through Cloud product(s).
- The initial release of Motorola's Cloud suite, known as Command Central Suite) was June 30, 2021 and subsequent feature releases planned at least twice annually to provide desirable functionality and performance.
- New Cloud product(s) which provide features and benefits over and above the hybrid on premise contracted system will be reviewed with the LAPD and may be offered at an additional cost via Change Order.
- Motorola will demonstrate Cloud functionality at a mutually agreeable cadence.
- Correlated product(s) (i.e. CAD, RMS, Mobile) and work with the LAPD to show Progress reports of how product(s) and service(s) are moving to native Cloud environments and operations.
- Motorola will assign a Customer Success Advocate (CSA) who will communicate roadmap updates with regular frequency (i.e. quarterly) and help educate LAPD representatives on how these features could provide benefit and improve adoption and usage of the Cloud platform. The CSA will also capture customer feedback as part of our ongoing roadmap development to best understand and meet the needs of the industry.

During the contract term, the LAPD and Motorola will work in good faith to mutually develop a migration schedule, training (train-the-trainer), and product(s) which suit the LAPD's needs in the Cloud environment, including any agreed changes to maintenance, training, and other on-premises services set forth in the initial purchase no longer required as a result of the cloud migration. This agreement creates no obligation of the LAPD to pay additional amounts for above and beyond the costs agreed hereto, and in the event there are no acceptable, correlated Cloud product(s) available from Motorola, in whole or in part, the LAPD may remain in the on premise "hybrid" mode of operation. Additional information regarding complete or partial migration is as follows:

- In the event that partial correlated functionality is made available, the remaining hybrid 'on premise' functionality will continue to be supported in the on premise mode of support as needed through the term of the contract. In the event that contracted products or functionality are discontinued and re-introduced in new product(s), Motorola will not charge an additional fee or cost for those new products which are required to maintain correlated functionality.
- At its discretion, Motorola may continue to support discontinued products in this Agreement, in lieu of new or replacement offerings, but this does not negate Motorola's responsibility to provide a correlated native-cloud system.

Equipment Purchase and Software License Addendum

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This Equipment Purchase and Software License Addendum (this **"EPSLA"**) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (**"Motorola"**) and the entity set forth in the signature block below or in the MCA (**"Customer"**), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [   ] (the **"MCA"**). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1.   Addendum. This EPSLA governs **Customer's** purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the **Parties'** Agreement.

2.   Delivery of Equipment and Licensed Software.

2.1.   Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, **Motorola's** premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2.   Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3.   Beta Services. If Motorola makes any beta version of a software application (**"Beta Service"**) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of **Customer's** evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta 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 Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3.   Licensed Software License and Restrictions.

3.1.   Licensed Software License. Subject to **Customer's** and its Authorized **Users'** compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the **"Designated Products"**) and solely for **Customer's** internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in **Customer's** owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized

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Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. <u>Subscription License Model</u>. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. <u>End User Licenses</u>. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. <u>Customer Restrictions</u>. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. <u>Copies</u>. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.6. <u>Resale of Equipment.</u> Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4.   **Term.**

4.1. <u>Term</u>. The term of this EPSLA (the **"EPSLA Term"**) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all

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applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. <u>Termination</u>. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that **Customer's** breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. <u>Equipment as a Service</u>. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. **Payment.** Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon **Motorola's** delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. **Representations and Warranties; Liability.**

6.1. <u>Motorola Warranties</u>. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss,** Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the **"Motorola Licensed Software Warranty"**. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or

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terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – 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 an Ordering Document for such Services, if applicable.

7. **Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. **Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

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Software Products Addendum

This Software Products Addendum (this **"SPA"**) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (**"Motorola"**) and the entity set forth in the signature block below or in the MCA (**"Customer"**), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [＿＿＿＿＿] (the **"MCA"**), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

9.   Addendum. This SPA governs Customer's purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties' Agreement. A **"Software System"** is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (**"SSA"**), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (**"EPSLA"**), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

10.   Software Systems; Applicable Terms and Conditions.

10.1.   On-Premise Software System. If Customer purchases an "on-premises Software System," where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the **"System Warranty"**). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an **"Add-On Subscription"**). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

10.2.   On-Premise Software System as a Service. If Customer purchases an "on-premises Software System as a service," where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

10.3.   Cloud Hosted Software System. If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

10.4.   Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

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11.   Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the **"System Completion Date"**). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product (**"Product Completion Date"**), which may occur before the System Completion Date. As used in this Section, **"Beneficial Use"** means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

12.   Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration (**"Post-Deployment Services"**). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

13.   On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

14.   Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

15.   API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, determines to

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discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

16. **Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

17. **Applicable End User Terms.** Additional license terms apply to third-party software included in CAD and Records Products which are available online at: www.motorolasolutions.com/legal-flow-downs . Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

18. **Additional Terms for On-Premise Software System as a Service.** The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

18.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

18.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model.** Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

18.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at **Customer's** Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

19. **Additional Terms for CAD and Records Products.** The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch ("**CAD**") or Records Products under this SPA.

19.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

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19.2. <u>CJIS Security Policy</u>. Motorola agrees to support **Customer's** obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (**"CJIS"**) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the **"escort"** within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

20. **Additional Cloud Terms.** The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software.

20.1. **Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

20.2. **Data Retrieval. Cloud hosted software will leverage different types of** storage to optimize software, as determined in **Motorola's** sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 24 hours to be viewable.

20.3. **Maintenance.** Scheduled maintenance of cloud hosted Software will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance 24 hours in advance.

21. **Survival.** The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**

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Subscription Software Addendum

This Subscription Software Addendum (this **"SSA"**) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (**"Motorola"**) and the entity set forth in the signature block below or in the MCA (**"Customer"**), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [＿＿＿＿＿] (the **"MCA"**). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. **Addendum.** This SSA governs **Customer's** purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the **Parties'** Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. **Delivery of Subscription Software.**

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon **Customer's** receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by **Customer's** employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (**"Beta Service"**) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of **Customer's** evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta 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 Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. **Subscription Software License and Restrictions.**

3.1. Subscription Software License. Subject to **Customer's** and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an

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Ordering Document, and the associated Documentation, solely for **Customer's** internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in **Customer's** owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4.   Term.

4.1. Subscription Terms. The duration of **Customer's** subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the **"Initial Subscription Period"**). Following the Initial Subscription Period, **Customer's** subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a **"Renewal Subscription Year"**), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a **"Subscription Term".**) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of **Customer's** then-current Subscription Term (a **"Partial Subscription Year"**), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the **"SSA Term"**) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of

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all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that **Customer's** use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, **Motorola's** systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that **Customer's** breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5.   Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that **Customer's** usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6.   Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) 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; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – 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 an Ordering Document for such Services, if applicable.

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7.   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 the Agreement to allocate the respective roles as joint controllers.

8.   Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

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Maintenance and Support Agreement

This Maintenance and Support Agreement (the "**Agreement**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL ("**Motorola**") and the entity set forth in the signature block below ("Customer"). Motorola and Customer will each be referred herein as a "**Party**" and collectively as the "**Parties**". This Agreement is effective as of the date of the last signature (the "**Effective Date**")

For good and valuable consideration, the Parties agree as follows:

Section 1   EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A   "**Covered** Products, Support Options and Pricing"

Exhibit B   "**Customer** Support Plan"

Exhibit C   "Labor Rates"

Section 2   DEFINITIONS

"CSR" means Motorola Solutions Customer Service Request System.

"Equipment" means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

"Motorola" means Motorola Solutions, Inc., a Delaware corporation.

"Motorola Solutions Software" means Software that Motorola owns and is covered in this Maintenance and Support Agreement. .

"Non-Motorola Solutions Software" means Software that a Third Party other than Motorola owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Principal Period of Maintenance" or "PPM" means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

"Patch" means a specific change to the Software that does not require a Release.

"Products" means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

"Product Release" means the release of Motorola Software considered to be the next generation of an existing product or a new product offering.

"Releases" means an Upgrade to the Motorola Software.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

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"**Services**" means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

"**Software**" means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

"**Specifications**" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"**Standard Business Day**" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"**Standard Business Hour**" means a sixty (60) minute period of time starting at notification within a Standard Business Day(s).

"**Start Date**" means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

"**System**" means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to the applicable system agreement between Customer and Motorola.

"**Technical Support Services**" means the remote support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

"**Upgrade**" means the process of installing the latest or generally available version of the installed solution product.

Section 3   SCOPE AND TERM OF SERVICES

3.1.   In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Motorola will provide to the Customer the Services as described in the Customer Support Plan Exhibit for the Support Services package listed above and as indicated in the Covered Products, Support Options and Pricing Exhibit. Services will apply only to the Products described in the Covered Products Exhibit.

3.2.   Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is Number spelled out (xxx) year(s), beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or requests an alternate term or this Agreement is terminated for default by a party.

3.3.   This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance

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and support period is renewed or (2) immediately when Customer acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Motorola's consent provided (a) Customer pays to Motorola the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4.   When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5.   All Customer requests for covered Services will be made initially with the call intake center identified in the Customer Support Plan.

3.6.   Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1.   Motorola will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Exhibits. The level of Technical Support depends upon the Customer's selection as indicated in this agreement and the Covered Products, Support Options and Pricing Exhibit. Any Technical Support Services that are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2.   Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, Motorola will provide to Customer without additional license fees an available Software Upgrade after receipt of a request from the Customer. The Customer must pay for any installation or other services and any necessary Equipment or third party software or training provided by Motorola in connection with any onsite installation of the Software Upgrade. Software Upgrades, as defined in the Customer Support Plan, are designed to be delivered remotely. Services for onsite delivery requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3.   Motorola will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any onsite installation or other services, and any necessary Equipment provided by Motorola in connection with such Product Release. Motorola's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4.   Along with maintenance Software Releases, Motorola will make available new purchasable products, features and modules which are separate and distinct from the mainstream Motorola Solutions Software line of Products. Newly released Products may have {Product Name} as a pre-requisite and/or share some portion of the {Product Name} code base. Customers are not entitled to these products, features and modules, or upgrades to them within this Maintenance and Support Agreement, if they have not purchased the required licenses.

3.6.5.   As part of the Software development process Motorola makes every reasonable effort to lessen impact to customer operations. Any change to existing functionality is done after thorough review of customer feedback and with announcement of said change. When it's not technically feasible to meet a particular requirement Motorola will proactively communicate the changes. Beyond these efforts Motorola does not warrant that a Release

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will meet **Customer's** particular requirement, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Errors addressed as part of the Software Release will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, Motorola will make available services to integrate these capabilities and functions to the upgraded version of the Software, which services may be fee based.

3.6.6. To the extent that the customer purchases an on-premise solution, **Motorola's** responsibilities under this Agreement to provide Technical Support Services in accordance with the package selected by the customer and as further detailed in the statement of work, customer support plan will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "**Covered** Standard **Releases**"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless optional or a la carte Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the **manufacturer's** guidelines. Other services may be available for an additional fee and will be addressed with an amendment to the Agreement.

3.7.2. The repair or replacement of Products or parts resulting from failure of the **Customer's** facilities, **Customer's** personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by **Motorola's** representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, **Customer's** negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the ISP, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of **Customer's** personal property, equipment, and/or peripherals and any application software not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the **Customer's** platform or customer provided software.

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3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to use a UPS system to protect against power interruptions as related to their on-premise equipment.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits or proxies if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems and performing System backup. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training (if available). The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist Motorola to confirm that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter. A full list of customer system management responsibilities is provided in the Customer Support Plan section 5.2.

3.9. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

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3.10.   Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and database management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).

3.11.   If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12.   Customer agrees not to attempt or apply any upgrades(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Section 9.   CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

Section 10.   COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement as of the Effective Date.

Motorola: Motorola Solutions, Inc.	**Customer: [_____]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Maintenance and Support Agreement - Exhibit A

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT   **TERM:**

CUSTOMER AGENCY		BILLING AGENCY	
Address		Address	
City, State, Zip		City, State, Zip	
Contact Name		**Contact Name**	
Contact Title		Contact Title	
Telephone Number		Telephone Number	
Email Address		Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support:

(800) MSI-HELP (800-674-4357)

Option 4 Software Products/Public Safety Applications:

> *Option 2) Computer Aided Dispatch and Mobile*
> > *Option 2) PremierOne, Legacy CAD/Mobile*
>
> *or*

> *Option 4) Records/Jail Management*
> > *Option 2) PremierOne, Legacy Records*
> > *Option 5) Offendertrak*

Site Identification Numbers

Product Group	Site Identification Number	Phone Prompt

Motorola Solutions Essential Support Services Include:

Customer Support Plan
Case Management 24x7
Technical Support 9x5
Third-party Vendor Coordination
On-site Support (when applicable)

Virtual Private Network VPN Tool
HPE Defective Media Retention
Software Releases, as defined
Access to Users Group Site

Motorola Solutions Advanced Support Services Include:

All services noted above for Essential Support Services
PremierOne Solution Monitoring & Response

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Term Fees
				$.00
				$.00

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				$.00
			TOTAL	**$.00**

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Maintenance and Support Agreement - Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING
THIRD-PARTY VENDOR SUPPORTED PRODUCTS

Vendor	Description	Vendor Service Level	Qty	Term Fees
				$.00
				$.00
				$.00
			TOTAL	$.00

Optional Services Available:

Hardware Refresh*
Professional Services Upgrades*
Professional Service Training
Professional Services Consultation
*Require Multi-Year Agreement

User Conference Advanced Purchase**
Dedicated On-site Support Resource
Dedicated On-site Support Resource - GeoFile Services

**USERS CONFERENCE ADVANCE PURCHASE OPTION

Users Conference Attendance	Year		Attendees	Qty	Fees
			Standard Attendance[1]		
			Registration Only		

Standard Attendance Fees Include the following:

- Registration fee

- Round trip travel for event (booked by Motorola)

- Hotel accommodations (booked by Customer Agency per Motorola website instructions)

- Ground Transportation (booked by Motorola)

- Daily meal allowance[2]

[1] Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed

[2] Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

OPTIONAL SUPPORT SERVICES

Service	Description	SOW Reference	Qty	Term Fees
				$.00
				$.00
				$.00
			TOTAL	$.00

Terms and Conditions

MOTOROLA SOLUTIONS

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Motorola Solutions
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Maintenance and Support Agreement - Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

SUPPORT FEES SUMMARY

Product	Service Level	Term Fees
Motorola Product ™	xx	$.00
Added Motorola Product ™	xx	$.00
Multi-System Discount - x%		($.00)
Multi-Year Discount - 2%		($.00)
SUBTOTAL MOTOROLA SUPPORT		$.00
Vendor Product	xx	$.00
Added Vendor Product	xx	$.00
SUBTOTAL THIRD PARTY SUPPORT		$.00
Optional Support Service	xx	$.00
Added Optional Support Service	xx	$.00
SUBTOTAL OPTIONAL SUPPORT SERVICES		$.00
GRAND TOTAL		$.00
MONTHLY FEES (remove if not applicable)		$.00

Terms and Conditions

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Maintenance and Support Agreement - Exhibit B

CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT
CUSTOMER:

TERM:

See Customer Support Plan on the following pages

Terms and Conditions

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Maintenance and Support Agreement - Exhibit C

LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT   **TERM:**

CUSTOMER:

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	$334 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

Terms and Conditions

MOTOROLA SOLUTIONS

ATTACHMENT C

THE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY ADDENDUM

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the
Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

> 1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In   recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

> We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXAMPLE OF A CONTRACT ADDENDUM

AMENDMENT NO. ___ TO THE CONTRACT BETWEEN
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. ___ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled "___"], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

a.

b.

c.

and

d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the ____ day of _____, 20__.

On behalf of [Party No. 1]: _____

[Name]

_____

[Title]

_____

Date

On behalf of [Party No. 2]: _____

[Name]

_____

[Title]

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00   Definitions

1.01   Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02   Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00   Responsibilities of the Contracting Government Agency.

2.01   The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00   Responsibilities of the Contractor.

3.01   The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00   Security Violations.

4.01   The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02   Security violations can justify termination of the appended agreement.

4.03   Upon notification, the FBI reserves the right to:

    a.   Investigate or decline to investigate any report of unauthorized use;

    b.   Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00   Audit

5.01   The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00   Scope and Authority

6.01   This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02   The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03   The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04   This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05   All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Micah Applewhite _____   May 5th, 2022

Printed Name/Signature of Contractor Employee   Date

Jerry Burch _____   May 5th, 2022

Printed Name/Signature of Contractor Representative   Date

Motorola Solutions, Inc.   Vice Presdient and Director of Sales

Organization and Title of Contractor Representative

ATTACHMENT D

PROJECT CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified: _____
_____

Description: _____
_____
_____
_____
_____
_____
_____

Change Value: _____
_____
_____

Approval Signature: _____

Name: _____

Company: _____

Date: _____

Agreement Signature: _____

Name: _____

Company: City of Los Angeles

Date: _____

ATTACHMENT E

FUNCTIONAL REQUIREMENTS

LAPD CONTRACT MATRIX

Mobile Data	Fully Comply to all Below
Administrative	
The system must provide the ability to grant managerial users access to reset passwords for others by Agency while preventing access to update permissions for these users	Comply
The system must provide the ability to grant managerial users access to unlock lock user accounts and reset passwords while restricting the visiility to personnel detiails such as address, social security number, etc	Comply
The system shall provide the system administrator with the ability to configure Mobile to their specifications for each Agency and Agency type.	Comply
The system's function keys must be customizable by Agency and Agency Type, giving easy access to frequently used functions.	Comply
The system must allow administrator's to configure specific incident monitors by Agency and Agency Type for the Mobile client	Comply
The system must allow the administrator to configure specific unit status monitors by Agency and Agency Type for the Mobile client	Comply
The system must be able to turn on/off the Mobile Command line by agency through configuration	Comply
The system must offer a web browser within the Mobile Client with administrator ability to restrict web-site access.	Comply
ability for Mobile queries to be customizable by the agency	Comply
The Mobile system must record all database changes as well as other events in the system that may not result in a database change. Every change to the data within the database must be recorded in the Auditing System. Describe how.	Comply
The Mobile System must support multiple agencies and multiple jurisdictions (Law, Fire, EMS)	Comply
Technical	
The Mobile system must utilize a Microsoft Windows server operating software.	Comply
The Mobile system must utilize Microsoft SQL database software.	Comply
The Mobile system must utilize Microsoft Windows client software.	Comply
The Mobile system must utilize a Web-Services, service-oriented architecture (SOA). Describe how.	Comply
Database backups must be performed online without DBMS downtime	Comply
The Mobile system must support database concurrency. Describe how.	Comply
The Mobile system must support database replication. Describe how.	Comply
The Mobile shall support N-Tier Physical Architecture	Comply
The server configurations should provide geographic redundancy. Describe how.	Comply
and reliable connectivity.	Comply
Ability to provide an acknowledgement to all received transmissions.	Comply
Mobile client must support both laptops and tablets running Windows 10	Comply
The system must support touch-screen functionality.	Comply

Mobile Data	Fully Comply to all Below
The system shall provide a logging feature that logs adds, changes and/or deletes to any configuration item.	Comply
The system must include a browser based administration tool for all configuration and provisioning activity.	Comply
The system must integrate to Microsoft Systems Center Operations Manager for system operation activities. Describe how.	Comply
The system shall include commonly used pre-defined reports and an ah-hoc report writing tool	Comply
ability to install third-party programs on the MDC	Comply
session	Comply
Must provide offer a client side API/SDK for sharing Query Response and Incident Details with thrid party client applications	Comply
Operations	
online. The change should take effect immediately.	Comply
on-line. For instance, if a user agency wanted to add a column to a status monitor, they can do this while the Mobile is in-use. The	Comply
clients.	Comply
The system must provide the ability for system administrators to establish Mobile UI customizations by Agency for the following:	
Function Keys	Comply
Size of Function Keys	Comply
Status Monitor Columns	Comply
Unit Status Colors	Comply
Mobile Services	Comply
Mobile Command Line display or not display	Comply
Action Buttons for each Service	Comply
Visual Notifications for Incident Updates	Comply
Audible Notifications for Incident Updates	Comply
Query Request Forms and fields within each form	Comply
The system must provide the ability for system administrators to establish Mobile UI customizations by Agency Type for the following:	
Function Keys	Comply
Size of Function Keys	Comply
Status Monitor Columns	Comply
Unit Status Colors	Comply
Mobile Services	Comply
Mobile Command Line display or not display	Comply
Action Buttons for each Service	Comply
Visual Notifications for Incident Updates	Comply

LAPD CONTRACT MATRIX

Mobile Data	Fully Comply to all Below
Audible Notifications for Incident Updates	Comply
Query Request Forms and fields within each form	Comply
The system must provide the ability to support local and remote printing	Comply
The system must provide the ability to indicate when CAD is unable to receive a transmission.	Comply
The system must provide the ability to log and display all times in military (24 hour) clock format	Comply
The system must provide the ability to log times in 12-hour format (i.e., HH:MM:SS).	Comply
The system must provide the ability to have a command line in Mobile for commonly used functions	Comply
The system must provide the ability to limit actions to only one or two key strokes for functions including, but not limited to:	
Logon/logoff	Comply
Run license plate numbers	Comply
Access to web links	Comply
The system must provide the ability for Unit status updates from the Mobile Client	Comply
The system must provide the ability to send street address with Status updates derived from GPS	Comply
The system must provide the ability to create a Traffic Stop from a single touch action or single funciton key	Comply
The system must provide the ability to Self Dispatch/Self Assign to existing incident	Comply
The system must provide the ability to obtain drive directions to incidents	Comply
The system must provide the ability to clear a vehicle stop	Comply
The system must provide the ability to clear incident call	Comply
The system must provide the ability to look up premise history	Comply
The system must provide the ability to view previous incidents	Comply
The system must provide the ability to accelerate routine data entry tasks (i.e. workflow functionality) with the following:	
Drop-down lists	Comply
Auto-fill/auto-search	Comply
The system must provide the ability to perform commands using any of the following methods:	
Easy access toolbar	Comply
Right mouse click	Comply
Agency defined function keys (hot keys)	Comply
Command lines	Comply
Touch screen	Comply
The system must provide the ability to use the following to invoke a function (e.g., status change, send message, etc.):	
Command entries on a command line	Comply

LAPD CONTRACT MATRIX

Mobile Data	Fully Comply to all Below
Function keys (one touch keys)	Comply
Point-and-click devices (i.e., mouse, trackball, touch pad)	Comply
Touch screen	Comply
The system must provide a command line continuously on the MDC screen.	Comply
(e.g., insert and delete, cut and paste).	Comply
The system must provide the ability to page up and down	Comply
The system must provide the ability to scroll up and down	Comply
keys for these functions and statuses:	
Arrived/unit on-scene	Comply
Retrieve call information	Comply
Clear/available	Comply
Code 3 (lights and sirens on)	Comply
Display message	Comply
Disposition call/Close	Comply
Emergency Activation	Comply
En route to station	Comply
En route/unit responding	Comply
In-service	Comply
In-service/report writing	Comply
Available on Radio	Comply
Available in Quarters	Comply
Map access	Comply
Out-of-service	Comply
Premise information	Comply
Unit status Monitor	Comply
Active Incident (My Incident)	Comply
Action to make yourself the Primary Unit	Comply
Vehicle registration check	Comply
Vehcile by Plate Query	Comply
Traffic Stop	Comply
Ability to temporarily lock the mobile client	Comply

Mobile Data	Fully Comply to all Below
Ability to unlock the Mobile Client by entering a password	Comply
Ability to display the following information on the screen during normal operations:	Comply
Availability of wireless connectivity	Comply
GPS Device connectivity status	Comply
Online/Offline indication	Comply
Current status of Mobile Unit	Comply
Message alert	Comply
Unit ID	Comply
Access	
The system must require both user identification and password or user code.	Comply
The system must provide the ability to log-on multiple individuals per unit.	Comply
The system must provide the ability to assign crew members and designate crew member radios when logging on as a Mobile Unit	Comply
Unit	Comply
Unit ID.	Comply
allowing another to remain logged on.	Comply
performance (background application).	Comply
The system must provide the ability to Ability to automatically update unit roster information based on MDC log-on information.	Comply
The system must provide the ability to Ability to separate MDC log off from designating status as off-shift.	Comply
The system must provide the ability to Ability to separate MDC log on from designating status as on-shift.	Comply
with a single User Account	Comply
provide services and drive vehicles on behalf of another agency	Comply
manage radios used by personnel in other agencies	Comply
Incident Dispatch Management	
The system must provide the ability to receive dispatches on the MDC.	Comply
The system must provide the ability to accurately timestamp all field and dispatch transmissions to and from MDC	Comply
The system must provide the ability to provide visual or audible alert to indicate that a dispatch has arrived.	Comply
upon receipt of a dispatch notification	Comply
The system must provide the ability to provide visual or audible alert to indicate that an incident has been updated	Comply
The system must provide the ability to provide a distinguishable visual and audible alert for high priority calls (as defined by the agency).	Comply
The system must provide the ability to access and read all call comments associated with a call	Comply
The system must provide the ability to display visual alerts for high priority premise/hazard information	Comply

Mobile Data	Fully Comply to all Below
The system must provide the ability to present audible alerts for high priority premise/hazard information	Comply
Share incident and query information for field reports (no duplicate data entry)	Comply
The system must provide the ability to display the following dispatch information upon dispatch of unit to an incident:	
Assisting unit(s)	Comply
Building plans	Comply
Comments/narrative (unlimited)	Comply
Complainant Name/Contact Info/Address	Comply
Date and time incident entered	Comply
Document associated with a particular location	Comply
Incident location with cross streets	Comply
Incident priority (e.g., user-defined or defined by incident code)	Comply
Incident type	Comply
Radio Channel/Talk Group	Comply
Display all assigned units on an incident	Comply
Dynamically display a visual unit status indicator for each unit assigned to an incident	Comply
New or developing information in free form	Comply
Suspect Information (name, description, location)	Comply
Phone number at incident location (if different)	Comply
Prior incident information	Comply
Premise history information	Comply
Recommended route via voice and graphic drive directions	Comply
Reporting party name, phone number, address	Comply
Attachments such as photos, audio recording, or streaming video	Comply
etc.) without interrupting/overlaying current screen:	
Visual alert	Comply
Audible alert	Comply
information, unit reassignments, incident cancellation, preempting off call, etc.) without interrupting/overlaying current screen:	
Visual alert	Comply
Audible alert	Comply
reqired interaction)	Comply
The system must provide the ability to add report numbers to an incident from the Mobile Client	Comply

Mobile Data	Fully Comply to all Below
The system must provide the ability to delete report numbers associated with an incident from the Mobile Client	Comply
The system must provide the ability to update incident type and location from the Mobile client	Comply
The system must provide the ability to add incident comments from the Mobile client	Comply
The system must provide the ability to change your assigment from backup to the primary unit on an incident from a single key stroke	Comply
The system must provide the ability to add or update persons associated with the incident from the Mobile Client	Comply
The system must provide the ability to add or update vehicles associated with the incident	Comply
The system must provide the ability to import person or vehicles into an incident from a query response	Comply
The system must provide the ability to request a contractor such as a Tow Company or Taxi	Comply
The system must provide the ability to provide / recommend taxi and tow compandies based on contractor rotation schedules	Comply
The system must provide the ability to update assigned contract information from the MDT	Comply
associated to an incident	Comply
The system must provide the ability to add and update/maintain Premise information on the MDT	Comply
The system must provide access to all associated query results for an incident/call that were submitted from the Mobile Client	Comply
The system must provide access to all associated query results for an incident/call that were submitted from a CAD Client	Comply
system	Comply
event from the Mobile client	Comply
event from the Mobile client	Comply
miscellaneous text comments to a call; adding disposition code to a call, etc.)	Comply
Workstation	Comply
Workstation	Comply
The system must provide the ability to display User ID the User with comments to identify who entered an Incident Comment	Comply
The system must provide the ability to display Timestamp indicating the time an Incident Comment was entered	Comply
are assigned to the incident or not without requiring an action from the Mobile User to receive the updates	Comply
without requiring an action from the Mobile User to receive the incident refresh	Comply
Incident History	
The system must provide the ability to search historical incidents from a Mobile Form	Comply
The system must provide the ability to search prior incidents by associated persons first and/or last name	Comply
The system must provide the ability to search prior incidents by associated vehicle plate	Comply
The system must provide the ability to search prior incidents by Disposition Code or Disposition Description	Comply
The system must provide the ability to search prior incidents by responding unit id	Comply
The system must provide the ability to search prior incidents by Incident Address	Comply

Mobile Data	Fully Comply to all Below
The system must provide the ability to search prior incidents by date range	Comply
The system must provide the ability to search comments from CAD or Mobile	Comply
The system must provide the ability to view Incident History on Active and Closed Calls	Comply
The system must provide the ability to filter Incident History to show only Comments	Comply
The system must provide the ability to filter Incident History to show only Unit Status	Comply
Unit History	
The system must provide the ability to search unit history for your self or others by User ID and date range	Comply
The system must provide the ability to search unit history for your self or others by Unit ID and date range	Comply
The system must provide the ability to filter Unit History to show only Unit Status Updates	Comply
The system must provide the ability to filter Unit History to show only Incident Updates	Comply
The system must provide the ability to filter Unit History to show only State/NCIC Query Requests	Comply
Unit Management	
MADD sponsored Activities	Comply
Life, Shotgun)	Comply
Support, Basic Life Support, Dive Team)	Comply
The system must provide the ability to search personnel skills on or off duty	Comply
The system must provide the ability to designate and display colors to diplay in Unit Status Monitors as a visual unit status indication	Comply
The system must provide the ability to designate and display colors to indicate Unit Status for each unit assigned to an incident	Comply
requiring an action by the Mobile user to receive the update	Comply
the Mobile Client	Comply
The system must provide the ability to require a Comments with Status Updates for selected Unit Status Codes	Comply
The system must provide the ability to require a Location with Status Updates for selected Unit Status Codes	Comply
The system must provide the ability to require a odometer/mileage with Status Updates for selected Unit Status Codes	Comply
The system must provide the ability to transmit unit status information to the CAD system in real time.	Comply
The system must provide the ability to update Unit status from the Mobile client via dropdown selection	Comply
The system must provide the ability to update Unit status from the Mobile client via function key	Comply
The system must provide the ability to update unit skills and capabilities from the Mobile Client	Comply
Task Force, Click it or Ticket initiatives	Comply
Allow users to change jurisdictional geography (Area, Station) from the Mobile Client without logging off	Comply
Allow users to change roles (Patrol, Swat, Command) from the Mobile Client without logging off	Comply
Emergency Notifications	

Mobile Data	Fully Comply to all Below
The system must provide the ability to Activate an Officer in Emergency Notification from a single touch action	Comply
activation	Comply
The system must automatically transmit the following information in an emergency situation:	
User name	Comply
User ID	Comply
Location	Comply
Reference to incident	Comply
The system must offer single touch on an Emergency Alert Notification to display the location of a Unit in Emergency on a map	Comply
The system must offer single touch on an Emergency Alert Notification to display the incident that the Unit in Emergency is assigned	Comply
The system must provide the ability to configure emergency key activation by agency-defined key combination.	Comply
location (if known) when the emergency key is activated.	Comply
The system must provide the ability to prevent emergency notification from appearing on the sender's screen.	Comply
The system must provide the ability for the MDC screen to revert to its prior view after the user dismisses an emergency message.	Comply
Status Monitors	
The system must provide the ability to provide a Incident and Unit Status Monitors with the following:	
Current/active calls for multiple agencies	Comply
Pending calls	Comply
Unit Status Monitor for multiple agencies	Comply
Logged on Users	Comply
User's Closed Incidents for past 24 hours	Comply
The system must provide the ability to view pending calls	Comply
The system must provide the ability to view active calls	Comply
The system must provide the ability to self dispatch / self assign to an active or pending call from a monitor	Comply
The system must provide the ability to locate and display a incident on the Mobile map from a single touch of a Incident Monitor	Comply
The system must provide the ability to locate and display a unit on the Mobile map from a single touch of the Unit Status Monitor	Comply
The system must provide the ability to address a message to one or multiple units selected from a Unit Status Monitor	Comply
Capabilities, Assigned Incident, activity Activity Code	Comply
The system must provide the ability to select an Incident from a Monitor to see full Incident Details	Comply
CJIS Security	
minimum length, character types and numbers.	Comply
The mobile system must provide CJIS 5.4 FIPS 140-2 encryption including:	

Mobile Data	Fully Comply to all Below
128 bit or 256 bit AES encryption	Comply
Encrypted data at rest	Comply
Encrypted data in-motion	Comply
Encrypted data over-the-air	Comply
The Mobile System must utlizie eCertificates	Comply
Query and Audits	
The system must provide the ability to log all mobile activities (e.g., NLETS queries, messages, failed logon attempts) by the following:	
MDC	Comply
Case number (if applicable)	Comply
Date and time of transmission	Comply
Incident number (if applicable)	Comply
IP Address	Comply
ORI	Comply
Radio device ID	Comply
Terminal ID	Comply
Unit call sign	Comply
User ID	Comply
User name	Comply
RMS inquiries	Comply
Inquiries to NLETS/NCIC	Comply
Inquiries to designated local, state and national databases	Comply
Access and display of electronic photos within a query response	Comply
Query specific unit status	Comply
Query specific unit location	Comply
Display thumbnail photos on MDC	Comply
The system must support barcode scan of drivers license to submit a person query	Comply
person query	Comply
The system must provide the ability to access any query form with a single key stroke	Comply
The system must provide the ability to use predefined data entry forms/screens (masks) to minimize data transmitted during queries	Comply
The system must provide the ability for agency to create standard screen formats for all agency inquiries	Comply
The system must provide pre-defined data entry/query forms should include, but not be limited to:	

Mobile Data	Fully Comply to all Below
Articles	Comply
Accident Investigation	Comply
Boats	Comply
Driver license query	Comply
License plate query	Comply
License tabs	Comply
Log-on/log-off	Comply
Missing person information	Comply
Name	Comply
Premise information query	Comply
Location Information query for premise records, hazards, and prior incidents	Comply
Previous events	Comply
The system must allow single key stroke to attach a query response to an the users active incident	Comply
users active incident	Comply
The system must allow single touch action to create a traffic stop populated vehicle details from a selected query response	Comply
The system must allow query response to be sent to other units through a message	Comply
client	Comply
The system must provide the ability to distribute query results to all units assigned to the same call as the Mobile User from CAD	Comply
The system must provide the ability to save all previous license plate searches until user clears data or logs off of the Mobile Client	Comply
contains a record marked as potentially hazardous "hot hit"	Comply
The system must provide the ability to produce a visible and audible alert when a record returns a record containing a stolen vehicle	Comply
to find the details of that hazard	Comply
The system must provide the ability to select results from Records/RMS queries and drill down for detailed information	Comply
result into the incident	Comply
The system must provide the ability to scan a 2-D drivers license barcode to submit a query from Mobile	Comply
The system must provide the ability to scan a 2-D vehicle registration barcode to submit a query from Mobile	Comply
Messaging	
The system must provide the ability to store messages for later viewing	Comply
The system must provide the ability for host computer to store unread messages when user logs off	Comply
The system must provide the ability for users to save BOLOs for later retrieval, even after session log-off	Comply
The system must provide the ability to sort stored messages based on priority and then by date/time	Comply

Mobile Data	Fully Comply to all Below
The system must provide the ability for messages to be able to be sorted by most recent or first call received	Comply
corresponding incident	Comply
based on the selected row	Comply
Display	Comply
The system must provide Electronic messaging between two or more MDCs	Comply
The system must provide Electronic messaging between all MDCs	Comply
The system must provide Electronic messaging between MDCs and CAD	Comply
Mapping	
including:	
Voice drive directions	Comply
Graphical drive directions	Comply
Turn-by-Turn textual drive directions	Comply
The system must provide the ability to display and center the map on the incident location from a single touch of the incident screen	Comply
The system must provide the ability to support AVL functionality	Comply
When incorporated with AVL system the system shall support multiple unit display on the Mobile Map	Comply
on their Mobile Map.	Comply
The system must provide the ability to support GPS functionality.	Comply
The system must provide the ability to display other units on the Mobile map	Comply
User's role	Comply
regardless of agency (Example: Display all units in a 2 mile radius)	Comply
The system must provide the ability to set the Mobile map to display units assigned to the same incident as the Mobile User	Comply
incidents in the User's same Area, Agency or Multiple Agencies by area	Comply
The system must provide the ability to cache map layers to minimize the amount of data transmitted wirelessly	Comply
The system must provide the ability to support full touch screen capThe system must provide the ability	Comply
The system must provide the ability to support administrative tools that are produced by outside agencies to manage map layers	Comply
centerlines, address points, buildings	Comply
features, common places, etc.)	Comply
Ths system must display your own Vehicle location on the Mobile map with 1 second or less refresh rate	Comply
The system must display location of other units on the Mobile map	Comply
The system must provide the ability to hide supervisory units or specialty units on the map while displaying all other units on the map	Comply
subordinates	Comply

LAPD CONTRACT MATRIX

Mobile Data	Fully Comply to all Below
The system must provide the ability to provide the same navigation functionality as for CAD mapping	Comply
The system must provide the ability to zoom in and zoom out on map	Comply
The system must provide the ability to zoom by click with re-center	Comply
The system must provide the ability to zoom in/out to fixed extents	Comply
The system must provide the ability to pan by sliding gesture	Comply
The system must provide the ability to identify layer attributes	Comply
The system must provide the ability to support dynamic labeling of layers.	Comply
The system must provide the ability to support scaled dependencies for layers	Comply
The system must provide the ability to support hyperlinks to files, URL's and other documents (emergency plans, hazmat)	Comply
The system must provide the ability to locate address information by address point or street centerline	Comply
The system must provide the ability to display map legend	Comply
The system must provide the ability to display compass direction between two user selected points	Comply
The system must provide the ability to display distance in standard measurements between two user selected points	Comply
The system must provide the ability to graphically display street network for a desired coverage area	Comply
The system must provide the ability to access and display specific map layers (e.g., apartment complexes, special structures, etc.)	Comply
The system must provide the ability to display maps with the following features, including, but not limited to:	
Streets, intersections and freeways	Comply
Street names	Comply
Block ranges	Comply
Business name	Comply
Major buildings or facilities	Comply
Parcel	Comply
Map page or reference numbers	Comply
Reporting districts	Comply
Parks	Comply
Schools	Comply
Police / Sheriff stations	Comply
Response areas	Comply
Map or terrain features (e.g., rivers)	Comply
Photo overlay	Comply
Common places (i.e., point coverage)	Comply

Mobile Data	Fully Comply to all Below
Agency-defined layers	Comply
Ability to center map display on:	Comply
Current vehicle location (with AVL)	Comply
Dispatch location	Comply
Location of cursor when mouse button is clicked	Comply
Specified geographic area	Comply
Station location	Comply
The system must provide the ability to display location at cursor when mouse button is clicked	Comply
The system must provide the ability to reset map to original screen/format with one screen touch	Comply
complex (assuming user-created map layer containing site maps)	Comply
The system must provide the ability to center the map on a verified location and mark the location with a unique icon	Comply
Mobile map location	Comply
The system must provide the ability to display active incidents and pending incidents on the Mobile map	Comply
The system must provide the ability to display unit with visual status indication on the Mobile map	Comply
The system must provide the ability to filter the display of active incident and unit status based on map scale	Comply
The system must provide the ability to support quickest-time routing for all dispatches	Comply
The system must provide the ability to calculate drive directions to incident/specified location	Comply
The system must provide the ability to recalculate drive directions to incident/specified location when the user drives off course	Comply
quickest route, including directions based upon roadway/access availability (e.g., construction, detours)	Comply
The system must provide the ability to view other unit locations and last known locations	Comply
The system must provide the ability to display vehicle location on a map and view the vehicle progress toward incident location	Comply
The system must provide the ability to display direction of travel of units	Comply
The system must provide the ability to automatically rotate map orientation with the direction the vehicle is traveling	Comply
The system must provide the ability to highlight on the map the recommended route from current location to a dispatched incident site	Comply
Mobile Users and Dispatch	Comply
Mobile Users and Dispatch	Comply
Mobile users must receive notifications when entering and exiting geofenced areas	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
General Requirements	
The system shall support high availability and distributed load balancing.	Comply
Data entry forms shall allow the user to change the font size to make if more easily viewable by those needing a larger font.	Comply
All data entry forms shall have a printout option that can be modified by the agency.	Comply
The printed outputs shall include all the data from the entry forms.	Comply
The printed outputs shall include agency information including logos and agency address information.	Comply
Only the printed output forms that have been defined for a particular agency shall be displayed to the user.	Comply
The system shall have the ability to generate complex Process Workflows.	Comply
The system shall allow links to other web-sites to be placed on RMS system menus.	Comply
The system must be capable of a variety of mirroring options.	Comply
The system shall provide an open architecture design.	Comply
Solution must be based on highly reusable object oriented programming such as Microsoft .NET	Comply
The system must use an industry standard SQL structure accessible by ad hoc reporting and query tools.	Comply
Database backups must be performed online without DBMS downtime.	Comply
The system must provide the ability to store records in an Archive database that can be housed on a separate server.	Comply
The system must allow a record to be saved as a draft even if data entered in the field does not conform to the data type. For example, allow a name to be entered into a telephone number field.	Comply
Only authorized users can access the records stored in the Archive database.	Comply
The RMS system must be developed as a true Service Oriented Architecture (SOA).	Comply
The system must support database replication. Describe how this is accomplished.	Comply
The system must provide a standard interface connection layer.	Comply
No technical or physical limit shall exist for the number of application or database servers that can be combined into a single environment.	Comply
a separate data warehouse.	Comply
The system must allow the agency to make any field searchable including those added by the agency.	Comply
The system must allow the agency to change the printed output of any form without vendor assistance.	Comply
The system must allow the agency to make changes or create a redaction template for any printed form.	Comply
search fields, search results screens, printed output and data populated into a separate reporting data warehouse.	Comply
The system must allow the agency to add external Web URLs to the application menu without vendor assistance.	Comply
The RMS system must utilize the Microsoft Windows Server operating software.	Comply
jpg, mpeg, etc.).	Comply
All records in the archive database must be able to be accessed from within the application.	Comply
The system must auto-save data entered into a report on a periodic basis.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
functional specifications without major software development or hard-coding of parameters by technical personnel.	Comply
The Records system shall provide command line as well as screens forms for user entry.	Comply
The system shall be document centric.	Comply
vendor proposing an alternative type will have their proposal rejected.	Comply
The system must support integration of Computer-Aided Dispatch, digitized mug shots, images, and optical imaging of records.	Comply
The system shall have the ability to query external databases to get access to information, (i.e., warrants, people, articles, guns).	Comply
On-line help must be available from any screen.	Comply
Both ad hoc and preformatted on-line report writing must be supported.	Comply
Automated Case Management workflow for approvals and appropriate follow-up shall be provided.	Comply
The system must include case folders for case reports. Case folders must allow various file attachments.	Comply
The system shall provide for a single visual container to display all documents associated to an investigation.	Comply
Formatted screens must be available for initiating database inquiries.	Comply
The system must be event based and RMS Case Folders can be used to represent events.	Comply
The RMS client software shall be self updating without the necessity of manual updates to each client.	Comply
The spell check shall have the capability to check every field in data entry forms as selected by the agency.	Comply
the data within the system must be recorded in the auditing system. Describe how this is accomplished	Comply
available for training and scenarios.	Comply
Data shall be able to be entered via data entry forms without server communication until the form is saved.	Comply
The system administrator shall have the ability to add ad-hoc reports to the reports menus.	Comply
The system must be expandable via the addition of more application servers.	Comply
The system shall be structured to support multi-agency data sharing.	Comply
The system shall segregate data at the agency ORI level.	Comply
on the training or live/production systems.	Comply
The system shall support multiple ORI level agencies within a single installation instance.	Comply
Spell check shall be integrated into every data entry form.	Comply
The Application must fully support XML including NIEM.	Comply
Incident Records	
The System must display a listing of all events or cases present in a responsible party's work queue.	Comply
The System must allow for supervisor rejection of submitted reports including comments and shall display a rejection notification symbol.	Comply
The System must allow a supervisor to view a subordinate's work queue.	Comply
weighted score associated so that the agency can run a report stating which cases have the highest scored value.	Comply

LAPD CONTRACT MATRIX

Requirement	Fully Comply To all Below
The system will support the association of other events to an incident, for example a traffic report or an arrest event.	Comply
The system must allow all supervisors to be able to reject completed reports and return the report to the responsible party's work queue.	Comply
The system will allow the event association to be indicated for each of these items.	Comply
officer.	Comply
The system will support the addition of multiple people, vehicles, addresses, businesses, and/or property to an incident.	Comply
The system must allow records to be imported from either a mobile or CAD system.	Comply
agency including investigators, supervisors, etc.	Comply
The system must not limit the number of violations that can be entered.	Comply
Incident and Arrest Reports must be NIBRS compliant.	Comply
Incident records shall be able to be rejected for corrections and re-approved.	Comply
Free form text entry within an incident must be provided.	Comply
The system must provide for the entry of addresses, units, business and home telephone numbers, DOB's, sex and race for each entry.	Comply
arrested/cited, named in, AKA's, street or gang names.	Comply
Case numbers must be automatically generated and formatted to meet each agency's numbering system.	Comply
license number and state, model and color of vehicle.	Comply
Approved case reports shall be able to be locked as read-only.	Comply
The addition of documents (and media files such as images (e.g.- mug shots)) shall be allowed as a part of the record or case folder.	Comply
Incident reports must not be editable once approved unless they go through the approval/workflow process.	Comply
in order to produce monthly State specific reports.	Comply
report.	Comply
The primary case officer must have the ability to receive notifications whenever a case folder is accessed, added to, or modified by others.	Comply
Animal Control and License	
The system must allow each Animal control record to include administration details, animal details, and animal owner details.	Comply
records.	Comply
Animal license shall allow an agency to document all animal licenses issued.	Comply
Each Animal license record will include complete administration, animal, and animal owner details.	Comply
The system shall provide the ability to include basic information relating to the owner of an animal.	Comply
The system shall provide the ability to collect basic service details and fee charged information.	Comply
The system will provide the ability to collect detail animal information, including vaccine history information.	Comply
Arrest and Booking	
The system must be able to store multiple booking mug shots.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
The system must be able to pull all person information (if person is already in the system) from the central index into the booking record.	Comply
The system must provide for the entry of arrest information with any number of charges for any given arrest activity.	Comply
System must provide the ability to embed images of mug shots or fingerprint cards into the arrest and booking record.	Comply
Booking information including photos must post to the master index.	Comply
The arrest record must allow for associations to people, vehicles, property, incidents, and businesses.	Comply
The system must allow the capture of Federal or State IBRS data, enabling reporting in the Federal or State reporting format.	Comply
Reports with incomplete required fields must be stored in draft mode until completed.	Comply
Deficiencies in the report must be displayed on the report along with a link that takes the user to the field which failed to pass validation.	Comply
pawned.	Comply
The system must be able to maintain evidence associated with the arrest, and provide for chain of custody information.	Comply
The system must allow for the addition of narratives and documents.	Comply
Reports must support an auto save function so that data is not lost in the event of a power or other outage.	Comply
to submit a case. However, the case report can be saved as a draft until it is completed.	Comply
Draft reports must be easily identified by color.	Comply
information, release time and date stamp, and the type of release.	Comply
the initial intake process.	Comply
Case Management	
The system must be able to enter, retrieve, and cross reference nicknames, known associates and vehicles.	Comply
Investigative supervisors must be able to assign cases to specific staff investigators.	Comply
The system must be able to track individual or multiple investigations assigned to a case with a primary investigator.	Comply
The system must support "inactive" and "active" user-defined status codes.	Comply
The system must support "cleared", "exceptional cleared" or "unfounded" clearance categories.	Comply
The system must provide the ability to immediately review all assigned cases at an investigator level for suspects, property, or evidence.	Comply
Follow-up reporting, statements of interviews, investigative notes or activity logs (including charges or complaints) must be available.	Comply
The system must allow investigators to input case logs, notes, and summaries.	Comply
The system must interface with the property and evidence, arrests and incidents modules.	Comply
The system must track leads and assignments.	Comply
All documentation relating to a case must be collated into one case folder for easier access.	Comply
The system must provide unlimited free form narrative that can be spell checked.	Comply
All cases must be tracked from the receipt of the original incident to disposition.	Comply
Citations	

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
The system must provide the ability to issue a citation to a person or an entity.	Comply
officers, associated events, attachments, persons, vehicles, property, business, narratives, and documents.	Comply
Civil Process	
merge.	Comply
The system shall allow for multiple paper types.	Comply
The system shall track the mileage related to each service attempt.	Comply
The system shall track costs and payments associated with service.	Comply
The system shall track service attempts and completions as well as notes.	Comply
The system shall capture change of address information obtained during the service attempt.	Comply
The system must provide for the indexing and cross-referencing of persons involved in these papers.	Comply
Associated events information must update all master indices	Comply
The systems must be able to attach external documents such as Court orders and doctor's reports.	Comply
The system must access all master indices for the creation of a civil process record.	Comply
area/shift.	Comply
The system must provide browse, maintain, and enter capabilities into the civil process module based upon log-on security.	Comply
The system shall have access to a common ad hoc reporting tool that is shared by all applications.	Comply
The completion of service shall remove this paper from the deputy's workload assignment.	Comply
The officer shall be able to update the service attempts/completions by selecting each paper from this list.	Comply
The system shall save the paper list of the process papers that were assigned to each officer.	Comply
If the paper is served by substitute service, the deputy shall be able to enter the reason for the substitute service and the person served.	Comply
the location of the service and notes.	Comply
The system must provide advisory information, such as gang member or sex of offender.	Comply
The system shall contain a subpoena tracking capability that tracks officer's receipt of both civil and criminal subpoenas.	Comply
The system shall provide a free-text narrative area for the deputy to enter instructions for subsequent service attempts.	Comply
address of the person and the restrictions associated to the order.	Comply
The system shall record if a foreclosure announcement has been advertised, the newspaper used, and the date/time.	Comply
The system shall record foreclosures that are issued by a court.	Comply
The system shall record a judgment from a court for an individual or a business.	Comply
Digital Photo Line-Up	
additional details.	Comply
The system must be able to generate a mug book based on search criteria entered into the master person index search.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
person Index for photo line-up creation.	Comply
They system must allow photo lineups to be created, saved and printed in a mobile environment.	Comply
The system must allow the user to record an unlimited number of witnesses, their selections and notes.	Comply
Photo line-ups shall be able to be saved and viewed at a later time.	Comply
Photo line-ups shall be able to be printed with one image per page.	Comply
The system must allow the user to lock the record prior to presenting it to witnesses.	Comply
The system must track and display the master person Index record number for all included images.	Comply
Photo lineups shall be able to be generated from the person index for any individual with a photo attachment.	Comply
Photo line-ups shall be able to be printed with six images per page.	Comply
Emergency Call Index	
service departments.	Comply
The system shall allow full entry of critical address and descriptive information for all entities.	Comply
The system shall allow entry of responsible parties to be notified for each entity.	Comply
The system shall provide the ability to enter and access emergency call numbers for any community organization or corporation.	Comply
Field Based Reporting - Case Files/Reports	
Users shall have the ability to edit a case.	Comply
They system shall support inclusion of documents, images, video and audio recordings in a case folder.	Comply
method of operation; investigative information; person's summary; vehicle and property information; and narrative.	Comply
Records created in field based reporting should immediately be available in the RMS system without requiring user intervention.	Comply
Users shall have the ability to review a case.	Comply
The system will allow a user to retrieve a case file after initial submission but before it has been approved for modification or correction.	Comply
Users shall have the ability to add a case.	Comply
Field Based Reporting - Citations	
The system shall allow users to have the ability to save citations in the RMS system without user intervention.	Comply
The system shall allow users to have the ability to review citations.	Comply
The system shall allow users to have the ability to edit citations.	Comply
The system shall allow users to have the ability to retrieve citations.	Comply
The system shall allow users to have the ability to add citations.	Comply
Field Based Reporting - Field Interviews	
The system shall allow users to have the ability to save field interviews in the RMS system without user intervention.	Comply
Users shall have the ability to review field interviews.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
Users shall have the ability to edit field interviews.	Comply
The system will enable users to retrieve a field interview file.	Comply
The system shall provide a data entry point for the following information: contact and vehicle information.	Comply
Users shall have the ability to add field interviews.	Comply
Field Based Reporting - Master Index	
The system shall allow a search for a Person based on first name, last name, DOB, SSN, DLN, sex, race and person number.	Comply
The system shall allow a search for location or entity based on entity name, address, city, state and zip.	Comply
number, state, color and description.	Comply
The system shall allow a search for cases or incidents based on case number, incident number, date range, etc.	Comply
Field Based Reporting - Supervisor Review and Approval	
The system shall allow a supervisor to retrieve a case for review and approval.	Comply
The system shall allow a supervisor to configure the approval process.	Comply
Workflow – A configurable supervisor approval process must be allowed for each report type.	Comply
The system shall allow for establishing supervisory reporting groups enabling management of the review process.	Comply
Field Based Reporting - General	
The system must provide IBR/UCR data validation in connected mode.	Comply
On-line help must be available from any screen.	Comply
The system shall provide the capability for data encryption and compression to enable data transfer across wireless or wire line systems.	Comply
required data.	Comply
up.	Comply
The system must provide for common system administration functions consistent with the RMS (security, workflow, code tables, etc).	Comply
Support for version-less updates (updates sent wirelessly) must be made using Microsoft update service.	Comply
Officers in the field must be able to quickly and easily fill out and submit reports directly from within their vehicles.	Comply
The reports must be wirelessly submitted to supervisors.	Comply
system.	Comply
All auditing of records creation, editing or printing must begin and be maintained in the records mobile client.	Comply
Field reports shall be able to be routed an unlimited number of times for review.	Comply
The routing process must be able to be determined by the agency.	Comply
The reports from the field must be able to be utilized within the RMS.	Comply
The option to leave ownership of the report with the originating officer, until the report is approved, must be provided.	Comply
Formatted screens must be available for initiating database inquiries.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
incident and case numbers, etc. in any module in the records system as selected by the agency relative to the rights of the user.	Comply
the chain of command.	Comply
chain of command.	Comply
processing.	Comply
The system must allow IBR/UCR validation to occur during data entry on a field report in connected mode.	Comply
created by the agency.	Comply
All security rights must be enforced by the mobile client regardless of network connectivity.	Comply
mobile client.	Comply
The system shall provide the capability that once a report is approved and locked, only the document owner may revise it.	Comply
any module in the Records system.	Comply
accuracy of data entry.	Comply
Users shall be able to create supplemental forms and reports.	Comply
The system requires that all items added to the case folder must go through an automated approval process.	Comply
The RMS shall allow for other documents to be added to the case folder even after approval.	Comply
If entered directly into the law records system, other authorized users shall have the ability to alter the report.	Comply
agency.	Comply
The system must allow all records to be transferred via a removable device such as a thumb drive.	Comply
The system must use an industry standard SQL structure accessible by ad hoc reporting and query tools.	Comply
The system shall enable only the record owner to modify a document if approval has been rescinded.	Comply
The system must be able to operate over a wireless network, with limited or no connectivity.	Comply
The system must allow the user to take the client off-line to reduce network impact on other higher priority applications.	Comply
The system must be able to be configured for background uploading of reports to improve usability in low bandwidth areas.	Comply
to use for attachments.	Comply
The system must add a non-repudiation seal to all new records even while working in a disconnected mode.	Comply
The mobile client must be auto-updating using Windows update service.	Comply
The system must be based on a Windows graphical user interface (GUI).	Comply
The mobile client update service should notify the user if an application restart is necessary and allow the user to delay the restart.	Comply
The system must provide for a full install or an update based on the currently installed version.	Comply
allow a name to be entered into a telephone number field.	Comply
The system must run in a Windows XP, 7 or 8 environments.	Comply
Any local storage of data must be in a relational database such as SQL Express.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
The mobile client update service must not impact the performance of the user operations and leverage unused bandwidth.	Comply
The system will enable users to work in both a connected and disconnected mode.	Comply
Field Based Reporting User Interface	
down list such as the state in which the agency is located.	Comply
Itemized Lists – Dropdown lists must be able to be modified to contain local agency requirements.	Comply
Required Fields – Fields must be able to be set to a required status. Current required fields can be turned off.	Comply
The system shall provide the capability for redundant data storage.	Comply
The system will provide follow-up case report data entry to leverage data from the previous report, and to eliminate duplicate date entry.	Comply
The system shall support integration with CAD Calls for Service data, allowing data to be seamlessly transferred into a given report.	Comply
The system shall provide the capability for GUI similar to the RMS system for data entry and validation.	Comply
The system shall provide the capability for UCR/NIBRS data validation in connected mode.	Comply
Date formats – Date formatting within fields must be able to be set to customer preference (based on supported formatting).	Comply
statutes and local codes; it shall also allow mobile users to conduct queries of each element.	Comply
The system shall provide the capability for validation errors to be displayed to the user immediately.	Comply
Report names – The system must be able to change report names (titles) to reflect local agency names.	Comply
known system data.	Comply
data.	Comply
The system shall provide the capability for unlimited narrative entry.	Comply
The system shall provide the capability for unfinished documents to be saved in draft mode.	Comply
recovered.	Comply
for the user to enter data. (aka: Dynamic Data Collection)	Comply
Data validation – The system shall allow report fields to be validated against specified criteria prior to report submission.	Comply
navigation. Note: handled via tabs, drop-down menus, etc.	Comply
Workflow – The system shall allow your agency to define report submission flows supporting your specific review and approval process.	Comply
such as property totals or age based on DOB.	Comply
contacts, etc.	Comply
The system must provide a 'night mode" for low light situations.	Comply
references.	Comply
Users shall be able to search the database using full or partial data strings.	Comply
Formatted screens shall be used for initiating database queries.	Comply
The system shall have an on-line help function that has the ability to include instructions from user documentation.	Comply

Law Records Management System & Field Based Reporting	
Requirement	**Fully Comply To all Below**
The system must have a status bar indicating connectivity and items to be uploaded.	Comply
The system must include a rapid data entry user interface;	Comply
a. The data entry interface shall allow the data entry operator to enter information rapidly in a "heads-down" mode.	Comply
b. With this interface the primary means of entry shall be the keyboard.	Comply
in a column to promote rapid data entry.	Comply
Firearm Dealer Tracking	
Firearm dealers shall be able to be defined by each agency.	Comply
The dealer from whom a firearm was purchased shall be able to be included in each firearm record.	Comply
Firearms Registration	Comply
The Firearms module shall allow entry for firearms and their owners to be documented.	Comply
The System will include owner details, weapon and permit details, and any necessary notes.	Comply
The system shall allow entry of photos of both the owner and the weapon to be inserted into the Firearms record.	Comply
Gangs	
The system will include gang name, type, description, AKA, location, area, primary, secondary and tertiary color.	Comply
status.	Comply
The system must provide a separate level of security for the gang module to limit access only to authorized users.	Comply
The system must provide the ability to capture an unlimited number of images for gang symbols, tags, etc.	Comply
Gangs Members	
The system will include name, alias, gang affiliations, and involvement.	Comply
The system must provide a separate level of security for the gang members to limit access only to authorized users.	Comply
The system must provide the ability to capture an unlimited number of images for the person.	Comply
The system must provide the ability to add a photo type, date and description for each image.	Comply
review of their status in the gang.	Comply
	Comply
Master Index	
The system will flag special alerts and warrants on a person record.	Comply
The system must provide a view of all active and inactive alerts.	Comply
The system will provide a master record summary screen that contains the most recent image, alerts and demographic information.	Comply
The system will provide a master record summary screen on each master record screen.	Comply
The system will provide a master record summary screen that can be displayed on master index search results.	Comply
it with a master record.	Comply

Law Records Management System & Field Based Reporting	
Requirement	**Fully Comply To all Below**
The system must provide a mechanism to merge one or more duplicate master records.	Comply
The system will allow alerts to be associated with any master index.	Comply
The system will display associated alerts with an agency specified color.	Comply
The system will display associated alerts in an agency specified priority order.	Comply
The system must limit alerts to be set only by authorized users.	Comply
The system must allow a user to add notes to an alert.	Comply
They system must provide a master person and master vehicle search that orders the returns with the most likely matches.	Comply
The system must expire alerts (make inactive) after the ending date/time.	Comply
The system shall allow the related master view to be interactive allowing an investigator open source event records as allow by security. and is deemed valid.	Comply
Verifying a record shall be a security role that can be given to any security group.	Comply
The system shall allow an incident record to be associated to a master record once the record is verified.	Comply
The master record shall be an aggregate of the most recent data about a person regardless of the document source.	Comply
The system shall allow any number of verified Person records to be associated with a master record.	Comply
The system shall include a view of all related master records and events.	Comply
The system shall include a graphic "link analysis" style view of all related master records.	Comply
The system shall allow the related Master View to be interactive allowing an investigator to easily navigate through the related records.	Comply
The system will track all associations of a master entity to any other master entity.	Comply
The system must identify potential duplicate master records.	Comply
The system must provide a beginning date/time and ending date/time for each alert.	Comply
The system must allow any number of known associates.	Comply
system.	Comply
The system must provide access to the source documents from which the index item posted.	Comply
DOB).	Comply
contacts/interviews, warrants, gun registrations, known associates, past and present employers, and arrests.	Comply
The system must be able to track any number of AKA's, alias DOB's and alias SSN's.	Comply
The system must maintain a history of contacts, arrests, and citations received.	Comply
The system must maintain past and present addresses and telephone numbers.	Comply
The system must maintain past and present employers.	Comply
The system must provide a master index that references all entries for an individual, property item, vehicle item, business, and address.	Comply
Multi-Media Attachments	

Law Records Management System & Field Based Reporting	
Requirement	Fully Comply To all Below
The system shall have the ability to allow the operator to retrieve all or selected documents or images while viewing a particular case.	Comply
The system shall have the ability to provide a manual index assignment at the request of the operator.	Comply
The indexing system shall provide, at a minimum:	Comply
- Case and incident numbers	Comply
- Date/Time of incident	Comply
- Date/Time reported	Comply
- Location by address/beat/agency	Comply
- Victim	Comply
- Complainant	Comply
- Suspect	Comply
- Incident type	Comply
The system shall have the ability to allow for the routing and rerouting of case documents to staff members as required for approval.	Comply
The system shall have the ability to scan handwritten courtesy reports from outside agencies and store within a given case.	Comply
application.	Comply
The system shall have the ability to create final document images for permanent storage in a secure and unchangeable format.	Comply
member or group; based on user and agency defined criteria.	Comply
Pawn Shops	
The system must be able to track pawn shops and other second hand dealers.	Comply
The system must associate the pawn shop with the master entity index.	Comply
The system must associate the pawn shop location with the master location index.	Comply
The system must associate the pawn shop owner or key employee with the master person Index.	Comply
Pawns	Comply
The system must be able to cross reference pawned item records to name and property functions.	Comply
The system must be able to identify an individual's pawn activity (history).	Comply
DOB, sex, pawned item date, telephone number (business and home), property description, serial number(s), ID number(s).	Comply
Permits & Licensing	
Permits and Licensing records shall allow permit details, licensee details, and affiliations to be documented.	Comply
The Permits and Licensing module shall allow an agency to track the issuance of all permits and licenses.	Comply
Permit codes, permit types, and license types shall be able to be defined by an agency and are used in the permits and licensing module.	Comply
Previous arrests and employment history shall be able to be tracked for both licensee and affiliated persons.	Comply
Property / Evidence	

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
The system must enable releasing and disposition tracking of all categories of property.	Comply
The system must manage categories of property, including pawned, evidence, recovered, and found.	Comply
Categories of property must be interrelated within the system.	Comply
The system must track and index stolen and lost property.	Comply
The system must assign property identification numbers.	Comply
The system must allow the agency to modify bar code labels to meet the agency's policies.	Comply
The system must allow authorized users to print a property receipt on scene without network connectivity.	Comply
The system must allow the agency to modify the property receipt to meet the agency's policies.	Comply
The system must allow authorized users to dispose of or release items and track the details of the disposal or release.	Comply
All property and person information from a case must be able to be pulled into a property sheet without reentry of data.	Comply
Tags must be capable of being created for all property items complete with bar code labels for easier tracking and auditing.	Comply
The system must have the ability to capture location and tag numbers so that property can be located in the property room.	Comply
The system must have the ability to track the location of all evidence related to a given case number.	Comply
The system must be able to track all names of persons associated with the property and the relationship of the persons to the property.	Comply
number) or by case number.	Comply
The system will allow the user to select several items within a case for movement, check-out, check-in, and/or disposal.	Comply
The system must allow authorized users to mark items for disposal / release individually or in a batch based on sheet or case number.	Comply
The system must allow authorized users to create a property sheet in the Field Based Reporting system.	Comply
The system must provide a property sheet to record information about the property collected.	Comply
The system shall track the chain of custody for all items within the property room management module.	Comply
The system must be able to generate transactions for individual items or user selected groups of items.	Comply
The system must provide the ability to capture information about lost / stolen property and evidence.	Comply
The system must allow authorized users to create a property sheet on-scene without network connectivity.	Comply
The items entered into the property sheet must automatically post to the Master Property Index.	Comply
Indentifying numbers including serial numbers, owner applied numbers, license numbers, etc.	Comply
The property sheet shall contain information specific to motor vehicles.	Comply
The property sheet shall contain information about where the property was recovered from	Comply
The property sheet shall contain the ability to display the entire chain of custody for each item of property.	Comply
The system must provide the ability to send a notification to the investigative officer or others after an agency determined time period.	Comply
The property sheet shall contain information about the offense associated with the item of property.	Comply
A user entering data into the property sheet must be able to see potential matching property items in the Master Property Index.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
The system must allow a user to perform actions on the items individually or in batches.	Comply
The system must allow a user to select items for processing by tag number, property sheet number or case number.	Comply
The system must allow authorized users to check-in one or more items of property.	Comply
The system must allow authorized users to check-out one or more items of property.	Comply
The system must allow authorized users to change locations (move) one or more items of property at a time.	Comply
The system must allow authorized users to print a disposal order individually or in a batch based on sheet or case number.	Comply
The system must allow authorized users to print bar code labels individually or in batch based on sheet or case number.	Comply
The system must be able to perform an inventory audit using a bar code reader.	Comply
The user must have the ability to pull in all items of property entered into a property sheet into a case report.	Comply
The system must allow the agency to modify recovery letters.	Comply
The system must provide an audit function that will track missing or misplaced items.	Comply
The user must have the ability to pull in all items of property already entered into a case report into the property sheet.	Comply
When checking-in an item the system should default to the home location.	Comply
The system must allow authorized users to print a chain of custody report individually or in a batch based on sheet or case number.	Comply
The system must allow authorized users to print disposal notification letters individually or in a batch based on sheet or case number.	Comply
The system must allow the agency to modify disposal notification letters	Comply
The system must allow authorized users to print bar code labels on scene and without network connectivity.	Comply
The property sheet shall contain information including the case number, subject, type Incident number and submitting officer.	Comply
The property sheet shall contain information about assisting officers, case officer and submission date.	Comply
about the property prior to its acceptance by the property room.	Comply
The system must track both the home and current location.	Comply
The system must allow authorized users to print recovery letters individually or in a batch based on sheet or case number.	Comply
dealer, etc.	Comply
The property sheet shall contain the following information about each item of property:	Comply
- Storage Location	Comply
- Recovered for other Jurisdiction and the other agency identifier	Comply
- Lab Processing Required	Comply
- Scheduled Purge Date	Comply
- Disposal Method	Comply
- Biohazard	Comply
- Value	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
- Quantity	Comply
- Manufacturer	Comply
- Next Review Date	Comply
- Property Type, Category and Description	Comply
- Lab Number	Comply
- Expected Return date if out	Comply
The property sheet shall contain information about each piece of property including an auto or manually generated tag number.	Comply
Each agency shall have the ability to configure property and evidence printouts	Comply
Query, Data Access	
Simple forms must be provided to the user with the ability to perform advance forms searches or keyword searches.	Comply
The free text search must allow users to select documents created in a specific time period.	Comply
The free text search must allow users to search by all included words.	Comply
The free text search must allow authorized users to search for records in a specific agency in a multi-agency system.	Comply
The free text search must allow authorized users to search for records in all agencies in a multi-agency system.	Comply
The free text search must allow authorized users to search archived records.	Comply
The free text search must allow users to search by an exact phrase.	Comply
The system must provide the ability for authorized users to query state and federal databases.	Comply
The query service must record the user, ID, agency ID, date/time and the queries run.	Comply
The query service must be CJIS compliant.	Comply
The free text search must be able to search for data in any field including narratives.	Comply
The system must restrict the free text search results to only include those records which the user is authorized to access.	Comply
The system shall have the ability to embed digital photos from all sources and link them with incident records where applicable.	Comply
The system shall have the ability to perform free text searches.	Comply
The system must provide soundex or spell-like search capability.	Comply
The system must provide a single search point for information retrieval from police records.	Comply
The system shall provide a graphic user interface that provides user-friendly access to the RMS data.	Comply
The free text search must allow users to search by any included words.	Comply
The system must provide for the ability to build and maintain interfaces to multiple, dissimilar, external data sources.	Comply
Reporting	
The system shall provide standard ODBC connectivity for any customer provided third party application.	Comply
Reports shall be able to be displayed on-screen or printed.	Comply

Law Records Management System & Field Based Reporting	Fully Comply To all Below
Requirement	
The system must provide a separate reporting database to reduce impact on the production system.	Comply
The system shall provide the ability to schedule reports to be run at a specified time.	Comply
The system must have the ability to post data to ancillary crime reporting products such as Crime Reports or Command Central	Comply
The system shall provide tools to generate user-defined, customized screens, forms and reports.	Comply
modules including those configured by the agency.	Comply
The system must automatically synchronize data between the production and reporting databases.	Comply
dissemination.	Comply
The reporting database must provide a database schema optimized for reporting and not simply a copy of the production database.	Comply
performance of the production system.	Comply
The reporting database must be able to be located on a separate database server if desired to reduce storage costs.	Comply
The system shall provide the ability to download statistical data to an off-the-shelf spreadsheet program (such as 'xls' or 'dbf' format).	Comply
Security and User Profile	
The activity log shall record a unique serial number of each print job that can be printed on the physical copy.	Comply
records in that folder.	Comply
The activity log shall be separate from the system audit log and require a different level of security to access.	Comply
The activity log shall record any changes, etc. that are made to the records from inside or outside of the case folder.	Comply
who generated the actual printout.	Comply
The system must attach a digital hash value or signature to each record for integrity verification and non-repudiation.	Comply
The digital signature must be encrypted and stored with each record.	Comply
The digital signature must be created for each digital attachment such as image, video, Word documents, etc.	Comply
been made to the document.	Comply
administration.	Comply
The system requires only a single user ID log-on at the local agency network (Windows Active Directory).	Comply
The system can alternatively be configured to use an internal authentication database.	Comply
that they can be reviewed, analyzed, printed and archived.	Comply
The system must support Active Directory authentication across trusted domains.	Comply
prompting them.	Comply
The internal authentication model must encrypt any stored passwords.	Comply
The system must allow both Active Directory and Internal database authentication on the same system.	Comply
The system must support SAML tokens or other claims-based security model.	Comply
All internal services called must require an authorized token to process the request.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
individuals or to groups at the local agency.	Comply
individual case folders at the local agency.	Comply
The system shall have the ability to differentiate between read, write and delete access to records for each agency.	Comply
user or group of users.	Comply
administration.	Comply
The system shall have the ability to maintain a detailed audit trail of all changes made to any record in the system.	Comply
The system shall have the ability to maintain an application security system, which can be modified quickly with no programming required.	Comply
after values of the changed fields.	Comply
The system shall notify the user when their password has expired.	Comply
The system shall prevent a single user from logging into concurrent sessions.	Comply
All login attempts; successful or failed, shall be logged for auditing by the system.	Comply
The system administrator shall have the ability to remove administrative users from personnel dropdown lists.	Comply
User Interface	
Data-entry for an incident shall be accomplished with minimal keystrokes, closing no windows and without switching windows.	Comply
Users shall be able to search the database using full or partial data strings.	Comply
The RMS system shall support geographic designators such as zone, district, area, agency, reporting district, and map references.	Comply
The system shall utilize an industry standard SQL structure accessible by a wide variety of ad-hoc reporting and query tools.	Comply
The system shall present all documents in a standard uniform presentation.	Comply
investigation.	Comply
based on the type of information being entered as the entry person completes the report.	Comply
The system shall allow edits by an approver and allow the original author to review and accept edits in an automated workflow process.	Comply
to take the user to the invalid field for correction.	Comply
Formatted screens shall be used for initiating database queries.	Comply
fields in a column to promote rapid data entry.	Comply
The system shall support real-time IBR/UCR validation during data entry to notify users when an IBR/UCR violation occurs.	Comply
The system shall provide the user with standard form navigation.	Comply
The system must have the ability to customize additional help screens in order to tailor help to agency needs.	Comply
Case folder must be multi-media capable enabling the entry and association of multiple types of documents.	Comply
for navigation.	Comply
types, disposition codes, and agency ID's.	Comply
of the command.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
descriptive error message.	Comply
each error.	Comply
The user shall be able to enter a command on the command line without disturbing operations in the work areas.	Comply
System navigation shall be designed and laid out with easy to understand objects and links to navigate throughout the application.	Comply
A rapid data entry user interface shall be included in the base system.	Comply
A. The data entry interface shall allow the data entry operator to enter information rapidly in a "heads-down" mode.	Comply
B. The primary means of data entry shall be the keyboard.	Comply
The system shall have an on-line help function that may include instructions from user documentation.	Comply
Users shall have the ability to move forward and backward to complete data fields.	Comply
User Interface - Command Line	
The command line must allow a user to navigate to a specific module with a single command.	Comply
module.	Comply
workflow.	Comply
that would allow a user to open the report by scanning a bar code into the command line.	Comply
The command line must allow a user to navigate to the main home screen with a single command.	Comply
The command line should be separate from the main application window to allow it to remain available if the application is minimized.	Comply
The command line should auto-complete commands to reduce keystrokes required.	Comply
The system shall utilize an "intelligent command line" such that it will prompt the user for valid formatting of the command.	Comply
The user shall be able to enter a command on the command line without disturbing operations in the work areas.	Comply
module.	Comply
The command line must be available in both the desktop and mobile (FBR) clients.	Comply
Workflow & Messaging	
The system must provide the ability to create workflows for each module in the system, including those created by the agency.	Comply
The system shall allow for process flows to be sent to external sources, including cell phones pagers, text messages, email, etc.	Comply
supervisors, or down the chain of command.	Comply
The system shall support a manual override option at any stage in the workflow.	Comply
The system shall include a workflow stage to mark an IBR or UCR compliant report for state submission.	Comply
The system shall include a workflow stage to verify state specific IBR or UCR compliancy.	Comply
The system shall include complete document workflow history.	Comply
chain of command.	Comply
The system shall include manual and automated workflow branching.	Comply

Law Records Management System & Field Based Reporting

Requirement	Fully Comply To all Below
The system shall include a workflow tool designed to rapidly deploy complex document and process flows.	Comply
The system must provide the ability to create workflows that are either global or agency specific.	Comply
The system shall have the ability to generate complex process workflows.	Comply
All information flows, whether through the message queue or the workflow, shall be based on the organization created in this utility.	Comply
agency.	Comply
This utility shall allow for the creation of templates and organization charts.	Comply
The system shall provide a utility to represent each agency's structure, hierarchies and chain of command.	Comply
In a multi-agency system, the system must allow individual agencies to either use the global workflow or configure their own.	Comply
Workflows shall have the ability to route cases to particular precincts, or other administrative entities.	Comply