

AGREEMENT NO. _____
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
MOTOROLA SOLUTIONS, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and MOTOROLA SOLUTIONS, INC. a Delaware corporation, 500 W. Monroe St., Chicago, IL 60661 ("Consultant").

WHEREAS, City requires, for the benefit of the Los Angeles Port Police, a maintenance and support agreement for the Computer Aided Dispatch (CAD) system and Records Management System (RMS); and

WHEREAS, the proprietary nature of the CAD and RMS, especially their software, require the support, expertise, proprietary knowledge, and tools of the Consultant; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in the maintenance, support, and systems upgrades to the CAD and RMS; and

WHEREAS, Consultant possesses extensive experience in dealing with such systems; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical, and expert services of a temporary and occasional character as set forth in Exhibit "A" ("Scope of Work"). Note: All references to Exhibits in the body of this Agreement shall refer to Exhibits to this Agreement and not similarly marked Exhibits contained within an Exhibit to this Agreement.

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

2. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article 11 (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

3. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

4. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit "A".

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit "A"), shall be Eight Hundred Twenty-One Thousand Three Hundred Ninety-One Dollars (\$821,391.00).

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article 8 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit "B") listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

6. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See <https://finance.lacity.org/how-register-btrc>.

9. INDEMNIFICATION

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Consultant 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 Consultant'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 Consultant, 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.

10. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics

Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall have the railroad exclusion deleted.

(2) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability of One Million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall include an additional insured endorsement (CA 2048 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

(3) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires 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 Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(4) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence or each claim and One Million Dollars (\$1,000,000.00) aggregate, which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office.

(5) Technology Errors and Omissions Liability Insurance

Consultant is required to provide Technology Errors and Omissions Liability Insurance with respect to negligent or wrongful acts, errors or omissions, in rendering or failing to render computer or information technology services or technology products in connection with the professional services to be provided under this Agreement. This insurance policy shall include coverage for Privacy and Network Security and protect against claims arising from all products and services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability. The limits disclosed herein shall neither increase nor decrease Consultant's liability as defined elsewhere in this Agreement.

Consultant certifies that it now has Technology Errors and Omissions Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per claim/aggregate including Notification Costs, which shall cover the work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Notice of occurrences of claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office.

B. Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Consultant is required to include the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be included as an additional insured on the General Liability and Auto Liability policies it procures in connection with this Article 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ___, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with

the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

Prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

D. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

E. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

12. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article 1. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

13. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated

and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit C.

14. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit "D".

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

15. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity,

and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

16. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

17. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

18. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

19. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which

case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

20. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

21. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of Public Safety and Emergency Management, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

23. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

24. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

25. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit "E".

26. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

27. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

28. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

29. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

30. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

31. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

32. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

33. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

34. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

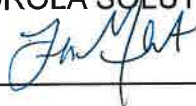
THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____, 2023

By: _____
EUGENE D. SEROKA
Executive Director

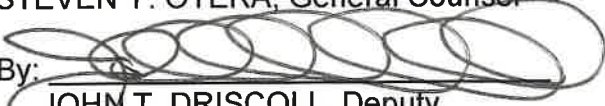
Attest: _____
AMBER M. KLESGES
Board Secretary

Dated: September 12, 2023

MOTOROLA SOLUTIONS, INC.
By:  _____
Larsen Grabenkort Area Sales manager
Print Name and Title

APPROVED AS TO FORM AND LEGALITY

9/18, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By:  _____
JOHN T. DRISCOLL, Deputy

SOP E-75 DELEGATION OF AUTHORITY

I, **John Zidar**, Senior Vice President of **Motorola Solutions, Inc.** ("Company"), do hereby delegate my authority to approve and execute in the name of and on behalf of the Company, **Motorola Solutions Canada Inc. ("MSCI")**, **Rave Wireless, Inc. (Rave)**, and **Vigilant Solutions, Inc. (Vigilant)** contract documents (pursuant to Company policy), to the below named and titled individuals with the following dollar and other limitations as specified and explicitly set out below.

Delegation to approve and execute the following Contract documents:

Customer sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements, subcontractor documents and other contract documents related to **North America direct government sales** on behalf of the **Company and MSCI**.

Region:
North America

To:
Larsen Grabenkort
Area Sales Manager (ASM)

Value:
\$1,000,000

*Motorola Solutions, Inc. Vice Presidents serving in an "Overlay Sales" role are included in RVP category for Software Enterprise and Mobile Video contracts. MSSSI Vice Presidents, serving in an "Overlay Sales" role, are included in the TVP category for Software Enterprise contracts and Mobile Video contracts. Sales representatives on the MSSSI Vice Presidents' teams, serving in an "Overlay Sales" role, are included in the ASM category for Software Enterprise contracts and Mobile Video contracts only.

This Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on **March 6th, 2024**.

The authority delegated to the above-named individuals is in addition to the authority such individuals may have to approve and execute contract documents as an officer of the Company.

This Delegation can be revoked by me at any time and will automatically expire for any named and titled individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company. If a named individual is assigned a different position within the Company, the named successor is automatically given the designated authority unless a letter is provided stating otherwise.

IN WITNESS WHEREOF, I have executed this delegation of authority as of **March 7th, 2023**.



John Zidar
Senior Vice President,
North America Sales
Motorola Solutions, Inc.

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA SOLUTIONS, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola Solutions, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. At a meeting of the Board of Directors of the Company held on May 16, 2023 at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 16, 2023, have not been amended, and are in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

a. Documents having a value in excess of \$50 million in the aggregate over the term of the arrangement; or

b. Documents related to: (i) acquisitions, divestitures, joint ventures and equity investments, (ii) outsourcing arrangements, (iii) customer financing extending more than 364 days, (iv) capital expenditures, (v) lease commitments, (vi) agreements and compensatory arrangements applicable to Motorola Solutions Appointed Vice Presidents and above, (vii) litigation and legal claims, (viii) appointing agents and attorneys-in-fact to represent the Company before any customs agency, (ix) financial guarantees, financial surety agreements and financial guarantee undertakings, (x) opening bank accounts, (xi) establishing borrowing relationships on behalf of the Company, and (xii) voting or otherwise dealing with securities owned by the Company. Authority for such Documents is found in the specific resolutions below.

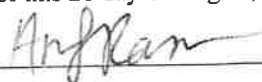
RESOLVED, that the Board has adopted specific resolutions authorizing the signing and execution by Senior Vice Presidents of Documents related to procurement arrangements. Authority for such Documents is found in the specific resolutions below.

The officers named above are authorized to delegate this signature authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

Name	Title
John Zidar	Senior Vice President

IN WITNESS WHEREOF, I have executed this Certificate as of this 28 day of August, 2023.



Amy Rasor
Assistant Secretary





Motorola Solutions, Inc.
500 W. Monroe, Floors 37-44
Chicago, Illinois 60661

Effective: January 18, 2022

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Jason J. Winkler	Executive Vice President and Chief Financial Officer
Mark S. Hacker	Executive Vice President, General Counsel & Chief Administrative Officer
John P. Molloy	Executive Vice President and Chief Operating Officer
Rajan S. Naik	Senior Vice President, Strategy & Ventures
Daniel G. Pekofske	Corporate Vice President and Chief Accounting Officer
Mahesh Saptharishi	Executive Vice President & Chief Technology Officer
Cynthia Yazdi	Senior Vice President, Chief of Staff, Communications & Brand and Motorola Solutions Foundation

Board of Directors

Gregory Q. Brown
Kenneth D. Denman
Egon P. Durban
Ayanna M. Howard
Clayton M. Jones
Judy C. Lewent
Gregory K. Mondre
Joseph M. Tucci

Motorola Solutions Inc.
 Computer Aided Dispatch and Records Management Systems
 Extended Warranty and Support Services
 September 14, 2023

Account #	54030	W.O. #	
Ctr/Div #	0412	Job Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
	2023-24	\$233,447.00	
	2024-25	\$289,058.00	
	2025-26	\$298,886.00	
	TOTAL	\$821,391.00	
For Acct/Budget Div. Use Only:			
Verified by:	<i>Melody M Ugalde</i>		Melody Ugalde 2023.09.15 07:56:25 -07'00'
Verified Funds Available:	<i>Frank Liu</i>		Digitally signed by Frank Liu Date: 2023.09.15 09:21:08 -07'00'
Date Approved:	9/15/23		



May 19, 2023

Chief Tim Riley
Los Angeles Port Police
330 S. Centre Street
San Pedro, CA 90731

RE: Maintenance and Support Agreement USC000448878
Product: PremierOne® CAD, PremierOne® Mobile, PremierOne® Records

Dear Chief Riley:

Enclosed is the Motorola's Maintenance and Support Agreement as referenced above. This Agreement will provide Los Angeles Port Police ("Customer/Buyer") the listed maintenance support services for a period from **July 1, 2023 to June 30, 2026** pursuant to the offer, terms and conditions as specified herein the Maintenance and Support Agreement (hereinafter "Agreement").

Please return one (1) fully executed copy by emailing it to robin@motorolasolutions.com on or before **September 1, 2023**.

Purchase Orders or payments submitted without an executed Agreement, or with additional terms, conditions or counter-offers from Buyer shall not apply and are rejected pursuant the counter-offer applied by Seller's Order Acknowledgment letter. Motorola Solutions' receipt of an executed Agreement or issuance of a Purchase Order shall constitute Customer acceptance and agreement to this offer, as specified herein and in accordance with the Agreement.

This order becomes the exclusive agreement between the parties for maintenance services, subject to the terms and conditions hereof, when accepted by acknowledgement or payment made by buyer per Seller's invoice for services or upon the acceptance of services or commencement of performance by Motorola. Additional or different terms proposed by Buyer shall not apply, unless accepted in writing by Motorola. No change in, modification of, or revision to this order shall be valid unless in writing and signed by Motorola.

Notwithstanding anything to the contrary, the attached Agreement for Maintenance Services shall govern this offer and no subsequent terms and conditions shall apply.

If services are required outside the principle period of maintenance, a Purchase Order will be required. If you would like to establish a Purchase Order for the term of the Maintenance and Service agreement, please contact me.

Motorola Solutions appreciates your continued support. If you have any questions or need further clarification, please contact Robin directly at (785) 822-2237 or robin@motorolasolutions.com.

Sincerely,

A handwritten signature in blue ink that reads 'Larsen Grabenkort'.

Larsen Grabenkort

Area Sales Manager

Motorola Solutions, Inc.

Enclosure

EXHIBIT A

Maintenance and Support Agreement

Motorola Solutions, Inc., a Delaware corporation ("Motorola") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and Los Angeles Port Police ("Customer"), having a place of business located at 330 S. Centre Street, San Pedro, CA 90731, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the maintenance and support services as described below and in the attached exhibits. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

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	"Services Statement of Work"
Exhibit D	"Labor Rates"

Section 2 DEFINITIONS

"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. The term includes Product Releases, Standard Releases, Cumulative Updates, and On Demand Releases.

"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.

"Releases" means an Update or Upgrade to the Motorola Software and are characterized as "On Demand Releases," "Cumulative Updates," "Standard Releases," or "Product Releases." The content and timing of Releases will be at Motorola's sole discretion.

A "Cumulative Update" is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates will be superseded by the next issued Cumulative Update.

A "Standard Release" is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that is reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).

A "Product Release" is defined as a release of Motorola Software considered to be the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola's opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally.

On Demand Releases are identified by the fifth character of the five-character release number, shown here as underlined: "1.2.0.4.a," Cumulative Updates by the fourth digit: "1.2.0.4.a," Standard Releases by the second digit: "1.2.0.4.a," and Product Releases by the first digit: "1.2.0.4.a."

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"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.

"Update" means an On Demand Release, Cumulative Update, or Standard Release.

"Upgrade" means a Product Release.

Section 3 SCOPE AND TERM OF SERVICES

Motorola Solutions, Inc. Applications and Data Solutions Public Safety Applications
7237 Church Ranch Blvd, Suite 406, Westminster, CO 80021 3

Version 12-15-2022

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 Statement of Work 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 three (3) years, 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 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 Covered Products, Support Options and Pricing Exhibit.

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 Cumulative Update, or Standard Release for Motorola's PremierOne® Applications 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 Standard Releases. On Demands and Cumulative Updates are designed to be delivered remotely. Services for onsite delivery related to On

Demands and Cumulative Updates as 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 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 PremierOne® line of Products. Newly released Products may have PremierOne® as a pre-requisite and/or share some portion of the PremierOne® 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 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 updated or upgraded version of the Software, which services may be fee based.

3.6.6. 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).

3.6.7. Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release concerning the following Software: Customer Service Request, Case Management, Integration Framework, and Integration Framework Express.

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 worldwide web, 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 in the Software.

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 back up its data or failure to use a UPS system to protect against power interruptions.

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 or Updates 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 **Motorola Solutions, Inc. Applications and Data Solutions Public Safety Applications**
7237 Church Ranch Blvd, Suite 406, Westminster, CO 80021 6

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.

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 update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work; however, subcontracting will not relieve Motorola of its duties under this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1. Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit. At the time of contract execution, Customer is committing to three (3) years of Maintenance and Support for a total price of \$821,391.00. The term prices shown in the Covered Products, Support Options and Pricing Exhibit will be invoiced annually in advance of the period of service. Customer affirms that a purchase order or notice to proceed is not required for the duration of this services contract and will appropriate funds each year through the contract end date. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance

with this Agreement. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Payments when due, will be in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Motorola's annual maintenance and support pricing for Motorola products increases each year 5% over the previous term's pricing. Third-party products will increase annually based on a current vendor supplied maintenance and support quote. In addition, if the Covered Products or Support Options change, the pricing will correspondingly change.

5.3. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.4. If Customer requests, Motorola may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.5. Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Motorola. If such charges are imposed upon Motorola, Customer will reimburse Motorola upon receipt of proper documentation of such assessments.

5.6. If Customer is purchasing Services for multiple years, if the Pricing includes a multiyear discount, and if Customer terminates this Agreement before the expiration of the full Term, then Customer will pay to Motorola upon termination an early termination fee in an amount equal to the multiyear discount applicable to the three (3) years immediately preceding the early termination.

5.7. If Customer is purchasing Upgrade or similar Services where the annualized price is based on the fulfillment of a two-year payment cycle, if Customer terminates this service during a two-year cycle except for Motorola's default, and if the Upgrade for the two-year cycle has been implemented before the termination, then Customer will pay to Motorola upon termination an early termination fee in an amount equal to the balance of payments owed for the two-year cycle.

Section 6. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola Solutions total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA SOLUTIONS PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 7. DEFAULT/TERMINATION

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Motorola will immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information includes: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Motorola to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Motorola in connection with this Agreement that is required by law to be held confidential.

7.5. Any termination by Customer prior to the expiration of the multi-year term, for any reason other than Motorola default, will result in an early termination fee equal to the discount applied to the invoices for the multi-year term, which will be due and payable upon such early termination. Annual discounts, if any, for the multi-year term can be found on the Covered Products, Support Options and Pricing Exhibit.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

Customer: Los Angeles Port Police
Attn: Chief Tim Riley
330 S. Centre Street
San Pedro, CA 90731

Motorola Solutions, Inc.
Attn: Legal, Corporate Communications and Government Affairs
500 W. Monroe St., Floor 43
Chicago, IL 60661

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior written

consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered Maintenance and Support Services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Illinois if Licensee is not a sovereign government entity.

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.

Section 11. INFLATION ADJUSTMENT

For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above:

MOTOROLA SOLUTIONS, INC.

LOS ANGELES PORT POLICE

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Exhibit A

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT USC000448878 **TERM:** 7/1/2023-6/30/2026

CUSTOMER AGENCY	Los Angeles Port Police	BILLING AGENCY	Los Angeles Port Police
Address	330 S. Centre Street	Address	P.O. Box 191
City, State, Zip	San Pedro, CA 90731	City, State, Zip	San Pedro, CA 90733
Contact Name	Tim Riley	Contact Name	Accounts Payable
Contact Title	Chief	Contact Title	
Telephone Number	(310) 732-3520	Telephone Number	
Email Address	TRiley@portla.org	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)

Site Identification Numbers

<i>Product Group</i>	<i>Site Identification Number</i>
PremierOne® CAD	PSA10889_(CAD)
PremierOne® Mobile	PSA10889_(P1MOB)
PremierOne® Records	PSA10889_(RMS)

Motorola Solutions Essential Support Services Include:

- | | |
|-----------------------------------|----------------------------------|
| Customer Support Plan | Virtual Private Network VPN Tool |
| Case Management 24x7 | HPE Defective Media Retention |
| Technical Support 9x5 | Software Releases, as defined |
| Third-party Vendor Coordination | Access to Users Group Site |
| On-site Support (when applicable) | |

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Term Fees 7/1/23-6/30/24	Term Fees 7/1/24-6/30/25	Term Fees 7/1/25-6/30/26
PremierOne® CAD	PremierOne® CAD Dispatch (CAD Client and Mapping)	Essential	14	\$38,367.00	\$40,285.00	\$42,299.00
	PremierOne® CAD Dispatch (CAD Client and Mapping) - Added per CO 5		2	\$5,481.00	\$5,755.00	\$6,043.00
	PremierOne® CAD Enterprise Site License for CAD Client Usage		1	\$1,096.00	\$1,151.00	\$1,209.00
	PremierOne® AVL Vehicle Tracking Module License		1	\$4,961.00	\$5,209.00	\$5,469.00
PremierOne® Interfaces	SMTP Server Interface	Essential	1	\$3,150.00	\$3,308.00	\$3,473.00
	NCIC Query Interface for Citations & Forms		1	\$3,150.00	\$3,308.00	\$3,473.00
	E911 & TDD Interface		2	\$6,300.00	\$6,615.00	\$6,946.00
	ASTRO Radio PTT Interface		1	\$3,150.00	\$3,308.00	\$3,473.00
	MCC7500 Radio Console Interface		1	\$3,150.00	\$3,308.00	\$3,473.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Term Fees 7/1/23-6/30/24	Term Fees 7/1/24-6/30/25	Term Fees 7/1/25-6/30/26
PremierOne® Mobile	PremierOne® Enterprise Site License for Mobile Client usage	Essential	1	\$2,155.00	\$2,263.00	\$2,376.00
	PremierOne® Mobile™ with Mapping & Records Concurrent User		30	\$12,548.00	\$13,175.00	\$13,834.00
	PremierOne® Handheld Mapping Server License (for Integrated Suite)		1	\$709.00	\$744.00	\$781.00
	PremierOne® Handheld Integrated Suite License (Per Concurrent User)		50	\$9,006.00	\$9,456.00	\$9,929.00
PremierOne® Records	PremierOne® Enterprise Site License for Records Client usage	Essential	1	\$1,311.00	\$1,377.00	\$1,446.00
	PremierOne® Records™ Client Concurrent User License		50	\$13,117.00	\$13,773.00	\$14,462.00
	Property & Evidence		1	\$3,544.00	\$3,721.00	\$3,907.00
	Advanced Configuration Tool		1	Included	Included	Included
MOTOROLA SUPPORTED PRODUCTS TOTAL				\$111,195.00	\$116,756.00	\$122,593.00

COMMANDCENTRAL SUBSCRIPTION SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Term Fees 1/1/24-6/30/24	Term Fees 7/1/24-6/30/25	Term Fees 7/1/25-6/30/26
CommandCentral	CommandCentral Responder (formally Crime Reports) – changed per CO 6	Subscription Services	150	\$46,250.00 (6 months only)	\$92,500.00	\$92,500.00
COMMANDCENTRAL SUBSCRIPTION SUPPORTED PRODUCTS TOTAL				\$46,250.00	\$92,500.00	\$92,500.00

THIRD-PARTY VENDOR SUPPORTED PRODUCTS

Vendor	Description	Vendor Service Level	Qty	Term Fees 7/1/23-6/30/24	Term Fees 7/1/24-6/30/25	Term Fees 7/1/25-6/30/26
HPE	HPE RDW (USE722CB5B)	24x7	1	\$1,539.00	\$1,616.00	\$1,697.00
CommSys	CommSys ConnectCIC - Added per CO 8	24x7	1	\$6,140.00	\$6,447.00	\$6,769.00
VidSys	VidSys City Protect Components and Mobile Clients	24x7	1	\$9,882.00	\$10,376.00	\$10,895.00
PAE EZ Street	PAE EZ Street Draw	24x7	1	\$4,698.00	\$4,933.00	\$5,180.00
THIRD-PARTY VENDOR SUPPORTED PRODUCTS TOTAL				\$22,259.00	\$23,372.00	\$24,541.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

Optional Services Available:

- | | |
|--|--|
| Hardware Refresh* | Summit Advanced Purchase** |
| Professional SW and HW Upgrade Services* | Onsite System Administration |
| Professional Service Training | Onsite GIS Administration - GeoFile Services |
| Professional Services Consultation | Remote System Administration |
| MDR | Health Checks |
| Report Writing | Special Events |

*Require Multi-Year Agreement

**SUMMIT ADVANCE PURCHASE OPTION					
Summit Attendance	Year	2024-2026	Attendees	Qty	Fees
			Standard Attendance ¹	0	\$0.00
			Registration Only	4 per year	\$13,241.00 (See "Support Fees Summary" for details)
<p>Standard Attendance Fees Include the following:</p> <ul style="list-style-type: none"> • 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 allowance² 					

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	Term Fees	Term Fees
				7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26
Summit	Summit Conference Registration Only	N/A	4 per year	\$4,200.00	\$4,410.00	\$4,631.00
Records Software Refreshes	Onsite Upgrade Services Associated with PremierOne® Standard Software Release - Up to Once Every 2 Years	Exhibit C	1	\$39,801.00	\$41,791.00	\$43,881.00
Special Events Support	Special Events Support (Includes two 40-hour onsite visits annually. Travel expenses included.) ***NOTE: Two on-site visits are valid on an annual basis. If not used within each annual term, the remaining on-site visits will be forfeited.	Exhibit C	1	\$17,526.00	\$18,402.00	\$19,322.00
OPTIONAL SUPPORT SERVICES TOTAL				\$61,527.00	\$64,603.00	\$67,834.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

SUPPORT FEES SUMMARY

Product	Service Level	Term Fees 7/1/23-6/30/24	Term Fees 7/1/24-6/30/25	Term Fees 7/1/25-6/30/26
PremierOne® CAD	Essential	\$49,905.00	\$52,400.00	\$55,020.00
PremierOne® Interfaces	Essential	\$18,900.00	\$19,847.00	\$20,838.00
PremierOne® Mobile	Essential	\$24,418.00	\$25,638.00	\$26,920.00
PremierOne® Records	Essential	\$17,972.00	\$18,871.00	\$19,815.00
Multi-System Discount – 5% (Based on 3-Subsystems)		(\$5,560.00)	(\$5,838.00)	(\$6,130.00)
Multi-Year Discount - 2%		(\$2,224.00)	(\$2,335.00)	(\$2,452.00)
SUBTOTAL MOTOROLA SUPPORT		\$103,411.00	\$108,583.00	\$114,011.00
CommandCentral Responder (Formally Citations Forms) - Changed per CO 6	Subscription	\$46,250.00 (1/1/24-6/30/24)	\$92,500.00	\$92,500.00
SUBTOTAL SUBSCRIPTION SERVICES		\$46,250.00	\$92,500.00	\$92,500.00
HPE RDW (USE722CB5B)	24x7	\$1,539.00	\$1,616.00	\$1,697.00
CommSys ConnectCIC - Added per CO 8	24x7	\$6,140.00	\$6,447.00	\$6,769.00
VidSys City Protect Components and Mobile Clients	24x7	\$9,882.00	\$10,376.00	\$10,895.00
PAE EZ Street Draw	24x7	\$4,698.00	\$4,933.00	\$5,180.00
SUBTOTAL THIRD PARTY SUPPORT		\$22,259.00	\$23,372.00	\$24,541.00
(4) Summit Conference Registration Only		\$4,200.00 (2024)	\$4,410.00 (2025)	\$4,631.00 (2026)
Records Software Refreshes (Onsite Upgrade Services Associated with PremierOne® Standard Software Release - Up to Once Every 2 Years)		\$39,801.00	\$41,791.00	\$43,881.00
Special Events Support (Includes two 40-hour onsite visits annually. Travel expenses included.) ***NOTE: Two on-site visits are valid on an annual basis. If not used within each annual term, the remaining on-site visits will be forfeited.		\$17,526.00	\$18,402.00	\$19,322.00
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$61,527.00	\$64,603.00	\$67,834.00
GRAND TOTAL		\$233,447.00	\$289,058.00	\$298,886.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

SUPPORT FEES SUMMARY

Product	Service Level	3-YEAR TOTAL 7/1/2023-6/30/2026
PremierOne® CAD	Essential	\$157,325.00
PremierOne® Interfaces	Essential	\$59,585.00
PremierOne® Mobile	Essential	\$76,976.00
PremierOne® Records	Essential	\$56,658.00
Multi-System Discount – 5% (Based on 3-Subsystems)		(\$17,528.00)
Multi-Year Discount - 2%		(\$7,011.00)
SUBTOTAL MOTOROLA SUPPORT		\$326,005.00
CommandCentral Responder (Formally Citations Forms) - Changed per CO 6	Subscription	\$231,250.00 (1/1/2024-6/30/2026)
SUBTOTAL SUBSCRIPTION SERVICES		\$231,250.00
HPE RDW (USE722CB5B)	24x7	\$4,852.00
CommSys ConnectCIC - Added per CO 8	24x7	\$19,356.00
VidSys City Protect Components and Mobile Clients	24x7	\$31,153.00
PAE EZ Street Draw	24x7	\$14,811.00
SUBTOTAL THIRD PARTY SUPPORT		\$70,172.00
(4) Summit Conference Registration Only		\$13,241.00 (2024, 2025, 2026)
Records Software Refreshes (Onsite Upgrade Services Associated with PremierOne® Standard Software Release - Up to Once Every 2 Years)		\$125,473.00
Special Events Support (Includes two 40-hour onsite visits annually. Travel expenses included.) ***NOTE: Two on-site visits are valid on an annual basis. If not used within each annual term, the remaining on-site visits will be forfeited.		\$55,250.00
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$193,964.00
GRAND TOTAL		\$821,391.00

THE FOLLOWING OPTIONAL SUPPORT SERVICES ARE EXCLUDED IN THE ABOVE GRAND TOTAL. THESE SERVICES WILL ONLY BE VALID IF PURCHASED BY LOS ANGELES PORT POLICE:

Service	Description	SOW Reference	Term Fees 7/1/23-6/30/24	Term Fees 7/1/24-6/30/25	Term Fees 7/1/25-6/30/26	3-YEAR TOTAL 7/1/23-6/30/26
On-Site System Administrator	(1) On-Site System Administrator	Exhibit C	\$275,000.00	\$288,750.00	\$303,188.00	\$866,938.00
OPTIONAL SUPPORT SERVICES TOTAL			\$275,000.00	\$288,750.00	\$303,188.00	\$866,938.00

Exhibit B

CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT USC000448878 **TERM:** 7/1/2023-6/30/2026

CUSTOMER: Los Angeles Port Police

See Separate PremierOne® Customer Support Plan

Section 1

PremierOne® Customer Support Plan

Quick Contact Matrix	
Support Center	
Toll Free Phone#	1-800-MSI-HELP (1-800-674-4357)
Email	PSACASE@Motorolasolutions.com
Motorola Portal	Customer Support Portal
Provide the following information:	Site Name Your Name Your Call Back Number A Brief Description of the Problem Priority (Critical, High, Medium, Low)
Service Agreement Information	
Customer Name: Los Angeles Port Police, CA	Contract #: USC000448878
Service Agreement Start/End Date: 7/1/2023-6/30/2026	Service Level: Essential
Account Manager	Customer Success Advocate
Name: Robin Ginther	Name: Travis Dillingham
Phone: (913) 400-3860	Phone: (801) 349-7710
Mobile: (785) 822-2237	Mobile: (801) 349-7710
Email: robin@motorolasolutions.com	Email: travis.dillingham@motorolasolutions.com

Escalation Plan

Our goal is to ensure our customers receive the best possible support from Motorola Solutions. If you feel that your support or maintenance needs are not being met, as a direct Motorola Solutions Customer, we provide an escalation process for your request to the next Motorola Solutions department or manager.

Your initial call should always be to the first department or person on the list below. If, after making this initial contact you still have unresolved issues, please see below for escalation contact information.

Escalation Plan			
	Level 1	Level 2	Level 2
Support Center	Support Center Brian Radinsky Front Office Technical Support Manager Mobile: (240) 457-7892 Brian.Radinsky@MotorolaSolutions.com	Josh Howell Senior Manager, Technical Support Mobile: (616) 540-4103 Joshua.Howell@Motorolasolutions.com	Jeremy Smith Head of Software Enterprise Centralized Managed & Support Operations Mobile: (951) 216-8827 Jeremy.Smith@motorolasolutions.com
On-Site Support Technicians	On-Site Support Technicians Tyler McCullough Manger, Technical Support Mobile: (571) 329-1790 Tyler.McCullough@motorolasolutions.com	Josh Howell Senior Manager, Technical Support Mobile: (616) 540-4103 Joshua.Howell@Motorolasolutions.com	Jeremy Smith Head of Software Enterprise Centralized Managed & Support Operations Mobile: (951) 216-8827 Jeremy.Smith@motorolasolutions.com

1.1 Customer Support Plan Overview

1.1.1 Serving Our Customer's Needs

Motorola Solutions, Inc. (Motorola Solutions) is committed to helping people be their best in the moments that matter. We appreciate the opportunity to provide the following support services (Support Services) pursuant to this Customer Support Plan (CSP), which has been tailored specifically for your PremierOne® Solution. Our Service Delivery Team is focused on the health, system performance and reliability of the PremierOne® Solution (PremierOne® Solution). You will work with an account manager or service contract manager who will maintain regular communications with you and will continually monitor and assess our service deliveries over the full lifecycle of the engagement. They will be your single point of contact for any questions on Motorola Solutions products or support.

Your Support Plan may be amended from time to time to align with industry best practices and customer needs. Our goal is to build a service relationship you can trust.

1.1.2 PremierOne® Support Services

Motorola Solutions Essential Support Services provides basic support delivered through a combination of centralized resources within Motorola Solutions Centralized Managed Support Operations (CMSO) Technical Services Organization (TSO) team collaborating with product development resources that are experienced in managing mission-critical systems and associated technologies. The TSO team operates 24/7/365, leveraging remote access to customer systems for complete resolution methods.

1.1.3 Essential Support Entitlement

As a valued Motorola Solutions customer who has purchased the Advanced Support Plan, the customer is entitled to the Essential Services and the following additional support services.

Service management and open communication is the key to effective service delivery and relationship building. Our Support Services program offers end-to-end service management and includes:

- Software Maintenance
- Remote Technical Support
- Other optional adders (Onsite System Administrator (apply only if purchased by Los Angeles Port Police), Special Events)

Open communication is the key to effective support service delivery and relationship building.

The Support Plan covers the customer locations in the table below.

Site ID	Product Group	Site Name	Site Address
PSA10889_(CAD)	PremierOne® CAD	Los Angeles Port Police	330 S. Centre Street San Pedro, CA 90731
PSA10889_(P1MOB)	PremierOne® Mobile	Los Angeles Port Police	330 S. Centre Street San Pedro, CA 90731

PremierOne® Customer Support Plan

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Site ID	Product Group	Site Name	Site Address
PSA10889_(RMS)	PremierOne® Records	Los Angeles Port Police	330 S. Centre Street San Pedro, CA 90731

1.2 Motorola Solutions CMSO and Service Desk

The CMSO TSO is the central point of contact to report PremierOne® Solution incidents and submit change requests. The TSO team can be reached 24/7 to assist with your service needs via

- Toll Free Telephone: 1-800-MSI-HELP (800-647-4357) and convey the request
- Customer Support Portal: low priority requests only, (estimated 24-hour turnaround)
- Email: PSACASE@motorolasolutions.com (estimated 24-hour turnaround)

NOTE: Critical and high priority incidents should not be reported via email or the Customer Portal. Product and system technical resources are ready to receive and take action on requests for service.

1.3 Technical Support Priority Level Response Table

The CMSO TSO will respond to reported incidents according to the priority levels and response times defined in the following table for call-in technical support and system monitoring, where the incidents are auto-created based on system alerts.

Table 1-1: Technical Support Initial Response Time

Priority Level	Incident Definition	Response Time
Critical P1	An incident is deemed CRITICAL if one or multiple critical functions are unavailable or severely degraded such that the customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact on the customers' business is such that focus and resources must be applied to the restoration or mitigation of Full system outage, systemic inability to process mission-critical commands (e.g., incident creation), extreme systemic slowness, or a majority of clients unable to connect to the system, etc.	Telephone conference within 1 Hour of initial voice notification
High P2	An incident is determined HIGH if a business function is unavailable and normal Customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however, overall efficiency or effectiveness is degraded. This may apply to both critical and non-critical functions. Loss of a critical redundancy, subsystem, or critical interface (e.g. CommSys Query, Paramount ProQA, Fire Station Alerting, etc.) systemic ARL failure, systemic recurring disruptive issues that frequently impact users.	Telephone conference within 3 hours of initial voice notification during normal business hours.

Priority Level	Incident Definition	Response Time
Medium P3	An incident is deemed MEDIUM if business functions are available. However, there is a deviation from the expected or agreed-upon level of service or other service conditions not aligned with the other defined impact levels. Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g., interfaces installed on RDW), RDW or reporting problems, etc. *System must be within N-2 standards for these tickets.	Telephone conference within 8 hours of initial notification during normal business hours
Low P4	A request is deemed LOW for minor requests. This level represents minor issues, such as cosmetic issues, documentation errors, general usage questions, configuration questions, and product or service update requests. *System must be within N-2 standards for these tickets.	Telephone conference within 2 business days of initial notification.

1.4 Case Management via Customer Support Portal

The Customer Support Portal provides customers with an interface into our Incident Management system. Customer Support Portal gives valuable system and service information whenever you need it along with complete case management details from submission to close.

Customer Support Portal provides the ability to:

- Create low priority tickets
- Obtain status updates on existing tickets
- Supply additional information on tickets 24/7
 - When updating ticket notes, please provide contact information, which includes phone number, email, etc.

Motorola Solutions does not recommend using this tool for opening Priority 1 or 2 tickets. The same guidelines apply to updating tickets with critical information. For any critical issues or updates, customers should contact the TSO by calling 1-800-MSI-HELP (800-647-4357).

1.4.1 Ticket Initiation via Email

An alternative customer support tool is available for PremierOne® Solution customers. Along with the toll-free phone number and Customer Support Portal, customers can request technical support by email. For many customers who use their handheld devices as a means to open tickets, email provides additional flexibility for initiating tickets.

For proper ticket management and contractual response, email ticketing is only available for priority levels 3 or 4. To process a ticket via email, the email must be formatted exactly as described below:

- Address email to: PSACASE@motorolasolutions.com
- Email Subject: Type "PSA Service Request" and a brief description of the system issue (this will become the ticket title)

- Use the following template for the body of the email. Copy and paste from below, adding the accurate and specific needs of the request following the bold items listed:
 - **Site ID:** Site ID
 - **Product Type:** followed by the product family type. Choose from the following list:
 - PremierOne® Solution CAD
 - PremierOne® Solution Mobile (including Handheld or PMDC)
 - PremierOne® Solution Records
 - **Contact First Name:** first name or the person support personnel are to contact
 - **Contact Last Name:** last name or the person support personnel are to contact
 - **Phone Number:** phone number, including area code, where the contact person may be reached
 - **Priority Level:** indicate either priority level 3 or 4. All priority level 1 or 2 tickets must be opened via the toll-free TSO number.
 - **Problem Description:** a comprehensive description of the problem
- Once the email is sent, the customer will receive an email with a ticket number for future reference. If an email response is not received, or if a priority level 1 or 2 ticket needs to be opened, please contact the toll-free TSC number.

1.5 CJIS Compliance

Motorola Solutions will maintain industry standard security measures to protect the Solution from intrusion, breach, corruption or security risks. The customer is responsible for maintaining security controls for their managed networks and infrastructure, including but not limited to servers, boundary protection devices and information flow enforcement. During the term of the Agreement, if the Solution enables direct or indirect access to FBI defined Criminal Justice Information (CJI), Motorola Solutions will comply with the FBI Criminal Justice Information (CJI) Security Policy. Any additional security measures desired by the customer may be available for an additional fee.

Motorola Solutions will provide the necessary information for its personnel that access customer CJI to submit to a background check based on submission of FBI fingerprint cards, complete CJIS Security Awareness Training and execute the CJIS Security Addendum. It is the customer's responsibility to determine when the background credentialing process is required by Motorola Solutions personnel.

Customer is independently responsible for due diligence and establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control and identification and authentication policies and procedures, including password security measures, lost and stolen credentials, account disabling, account validation, log retention capacity planning and customer jurisdiction specific data retention requirements. Further, Customer must maintain industry standard security and protective data privacy measures.

Motorola Solutions disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed, viewed or removed from the information system by customer or its representatives. Motorola Solutions further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, or their role in CJIS Security Policy compliance. Motorola Solutions reserves the right to terminate the Service if customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution or Motorola Solutions own security measures.

Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries to include CJIS Security Policy reporting.

1.6 Summary

Our Support Plan includes the following key service elements. Detailed service description, customer responsibilities, Motorola responsibilities, service specific limitations, and exclusions are all covered in the services **Statement of Work (SOW)**.

- **Single Point of Contact** – Customer Success Advocate who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations.
- **Systems Support Center** – One place to report incidents and place requests; reported incidents are correlated with alerts received from the NOC for reduced root cause determination.
- **Emergency Call Management Portal** – Enhanced access to case status and resolution details.
- **Optional Onsite/Remote System Administrator (apply only if purchased by Los Angeles Port Police)** – Dedicated or time-based skilled and certified support engineers who will provide the right support to your system.

1.6.1 Benefits to Your Agency

- **Maximize Performance** – Increase system uptime and quality of service through fast detection of service disruptions and restoration of services
- **Save Time** – Take back valuable minutes and better allocate resources with proactive monitoring that helps reduce truck rolls and IT support requests
- **Rely on a Trusted Support Team** – Depend on our skilled team to be the first line of defense and have greater peace of mind
- **Reduce Risk** – Gain visibility, enhance performance, and increase cyber security with our full suite of NSOC offerings.

Exhibit C

SERVICES STATEMENT OF WORK

MAINTENANCE AND SUPPORT AGREEMENT USC000448878 **TERM:** 7/1/2023-6/30/2026

CUSTOMER: Los Angeles Port Police

See Separate PremierOne® Essential Services Statement of Work



Proposal

LOS ANGELES PORT POLICE

PremierOne® Essential Services Statement of Work

Agreement #USC000448878

May 8, 2023

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Section 1

PremierOne® Essential Services Statement of Work

1.1 Overview

Motorola Solutions' PremierOne® Essential Services (Essential Services) provides an integrated and comprehensive sustainment program for PremierOne® systems. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- Remote Technical Support
- Hardware Repair
- Software Maintenance
- On-site System Administrator (Optional – apply only if purchased by Los Angeles Port Police)
- Special Event Support (Optional)

Each of these elements is summarized below and expanded upon in 1.4 Essential Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of 1.4 Essential Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement (Agreement) between Motorola Solutions, Inc. (Motorola Solutions) and the Los Angeles Port Police (Customer).

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Master Support Agreement.

Remote Technical Support

Motorola Solutions CMSO Technical Support Center (TSC) provides remote consultation with technical and product development resources skilled with diagnosing and resolving PremierOne® platform performance and operation issues.

Hardware Repair

Motorola Solutions will coordinate repair of select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions CMSO coordinates the equipment repair logistics process with the vendor if it is sourced from Motorola Solutions as a part of the contract.

Software Maintenance

As new software becomes available for your PremierOne® system, Motorola Solutions will provide access to the latest software updates so that software performance and equipment operates to its specifications and functionality. Software releases can be scheduled by the Customer and are delivered through the customer support portal. The delivery of the software releases under the Software Maintenance does include resources to perform the Software Upgrade.

On-site System Administrator (OSA) – Apply only if purchased by Los Angeles Port Police

The Service includes a dedicated full-time resource from Motorola Solutions global support and managed services organization to administer the customer's PremierOne® System. The fully trained expert would augment the customer's existing team to support the performance and availability of the PremierOne® system. The resource will be able to troubleshoot, diagnose, and resolve issues and enable the customer to focus on delivering the mission to the key stakeholders.

Special Event Support

Motorola Solutions provides additional on-site staffing for special events with the potential for high incidents, such as holidays, major sporting events, and election days. During these events, Motorola Solutions designated staff will assist Customer as the technological expert.

1.2 Motorola Solutions Service Delivery Ecosystem

Essential Services are delivered through a tailored combination of centralized teams equipped with a sophisticated service delivery platform, a customer support portal, and applicable third party vendors. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

1.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

1.2.2 Account Manager

A Motorola Solutions Account Manager (AM) will be the Customer's key point of contact for defining and managing services. The AM's initial responsibility is to provide the maintenance and support contract and the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The division of responsibilities between the Customer and Motorola Solutions are detailed in this SOW.

1.3 Customer Support and Maintenance Expectations

In order to successfully deliver the services outlined in this SOW, the Customer is expected to assist Motorola Solutions with performing tasks related to administration, maintenance, and support. The customer will provide a properly trained technical resource responsible for administration, maintenance, and support of your PremierOne® Solution, and who is familiar with the operation of the PremierOne® Solution. If the customer has opted for an OSA, the OSA will assist the Customer's trained technical resource with the mutually agreed upon administration, maintenance, and support responsibilities outlined below for your PremierOne® Solution.

The customer technical resource will be suitably skilled and trained as the on-site expert when requested by the TSC. They will validate issue resolution prior to close of the ticket in a timely manner.

Note - If the customer has opted for an OSA, the customer technician on-site presence is required when requested by the TSC during times the OSA is not on site.

The customer support personnel are responsible for the following:

- Initiate Service Request Tickets. Contact Motorola Solutions through authorized tools and processes outlined in the Motorola Solutions CSP to initiate technical support tickets.
- Assess Priority Level. Assist in assessing the urgency and impact of the issue so the correct Priority Level is assigned, as found in the SOW and CSP.
- Escalate Appropriately. Contact Motorola Solutions to add information, make changes to existing technical support tickets or escalate service requests to Motorola Solutions management. Motorola Solutions CMSO TSC contact information is provided in the CSP.
- VPN connectivity. Provide VPN connectivity and telephone access to Motorola Solutions personnel, if applicable.
- Physical Workstation Maintenance. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Inspect physical equipment for damage or wear, replace parts as per contractual agreement.
- CAD client maintenance. Apply upgrades such as OS patches, administrative tools, and utilities.
 - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
 - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
 - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to PremierOne® Solution Products latest published Anti-Virus Exclusions List.).

- Apply any Microsoft Critical Security patch to their PremierOne® Solution that fits within the security and sustainability processes of the agency. Motorola Solutions recommends agencies follow Microsoft's guidance related to the application of Critical Security patches.
 - If Security Patching Services are purchased from Motorola Solutions the customer will be responsible for rebooting servers and workstations to apply the deployed patches.
- Mobile Client Maintenance: Apply upgrades such as OS patches, administrative tools and utilities. (On-site System Administrator will purchase this Mobile Client Maintenance services if On-site System Administrator is purchased by Los Angeles Port Police)
 - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
 - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
 - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to latest released PremierOne® Solution Products Anti-Virus Exclusions List.).
 - Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.).
 - **Note:** The Mobile Client Maintenance will be completed by the OSA if the OSA has been purchased.
- Custom Reports: Build/Modify/Support all custom reports in a manner that will not adversely impact RDW Server/Database functionality. Custom reports are the sole responsibility of the creator and not supported by Motorola Solutions. In an event that Motorola Solutions are creating reports for the customer, it will be supported by Motorola Solutions Support teams.
- CAD Client Upgrade Testing: Test PremierOne® Solution Software Releases (includes Standard, Cumulative Upgrades (CU) and On Demand Releases (OD). Report and supply data for any problems that are discovered with the software to Motorola Solutions for review and correction. Ensure that minimum software/hardware requirements are met.
- Third-Party Maintenance:
 - Net - Install, upgrade, configure, and maintain .net framework software as per minimum requirements outlined by Motorola Solutions.
 - Server - Install, upgrade, configure, and maintain all servers hosting third-party products that interface to Motorola Solutions products. See Physical Server Maintenance section above for additional explanation.
 - SQL - Install, upgrade, configure, and maintain MSSQL application. Make resource optimization changes pertaining to best practices as required by Motorola Solutions.
 - SQL Express - Install, upgrade, configure, and maintain MSSQL Express application. Make resource optimization changes pertaining to best practices as required by Motorola Solutions.
 - Unembedded Third-party Licensing - Maintain and apply all third-party licensing for products not specifically embedded within an Motorola Solutions proprietary product.
- Mobile Client Install and Testing: Test PremierOne® Solution Software Releases (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to Motorola Solutions for review and correction. Ensure that minimum software/hardware requirements are met.

- GIS Updates: PremierOne® Solution Map Maintenance (On-site System Administrator will purchase this GIS Updates services if On-site System Administrator is purchased by Los Angeles Port Police)
 - Ensure validity and integrity of all GIS related data introduced to the system .
 - Record modifications made to GIS files, and confirm expected behavior within the PremierOne® Solution.
 - Perform all server mapping updates, geoset transitions, and distribute updated map files to CAD/Mobile clients.
- Anti-Virus and Windows UAC: Install, configure, and upgrade chosen anti-virus software. Appropriately configure the user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola Solutions via ticket entry. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the customer will be responsible for diagnosing and correcting the issue. Per request, Motorola Solutions will make every reasonable effort to test and verify specific anti-virus patches against a replication of the customer's application if a problem cannot be resolved internally.
- System Backups: With the assistance of the OSA, perform and confirm successful completion of daily backup operations. Ensure that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that PremierOne® Solution SSMS full and incremental database backups completing successfully, report related SCOM notifications to Motorola Solutions.
 - NOTE: Tape Backups and HD Backups are the sole responsibility of the customer, even if a dedicated OSA is purchased.
- Provisioning knowledge of the system: Customer must ensure that adequate provisioning training and knowledge has been provided to those authorized to access and/or make changes within PremierOne® Solution Provisioning. Provisioning changes should be tracked. This information should be supplied to Motorola Solutions to aid in troubleshooting efforts should a problem be experienced. Motorola Solutions now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the customer as a failsafe.
- Gathering Issue Logs (Server and Client): During non-business hours, supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by Motorola Solutions, must be furnished. Absence of requested data may lead to ticket closure. (The OSA will assist with this task during normal business hours).
- Customer Data Archiving: Customer is responsible for all PremierOne® Solution Data Archival as per their internal requirements and needs. Adequate storage space should be maintained, and data must not be stored in a manner that adversely impacts the PremierOne® Solution or component operations.
- Network Bandwidth and Stability: Install, monitor, and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of Motorola Solutions products and related system components.

- **Remote Access:** Customer must provide remote access to requesting Motorola Solutions personnel for troubleshooting purposes. This includes, but is not limited to, VPN account access, remote hosting, PremierOne® Solution domain access, and access to all system elements that pertain to the operation of the PremierOne® Solution and functionality.
- **Backup Power:** Install and maintain backup power source to ensure the effective operation of the PremierOne® Solution System and all its components in the event of a primary power source failure.
- **End User Training:** Ensure that all end users of Motorola Solutions products are trained to perform their duties and not cause harm or upset of system functionality. Motorola Solutions does offer additional training if necessary for an additional cost.
- **Change Management:** Notify Motorola Solutions of any changes made to the PremierOne® Solution, associated interfaces, related hardware, software, network, or any other system element that may adversely impact operation or system functionality.

1.4 Essential Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

Note - Delayed, incomplete, or inaccurate customer-provided information may have a significant impact on the project schedule and deliverables.

1.4.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of PremierOne® network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions CMSO TSC by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

1.4.1.1 Description of Service

The CMSO's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The TSC supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls indicating incidents or service requests will be logged in Motorola Solutions' CRM system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until

resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO classifies and responds to each technical support request in accordance with Section 1.5: CMSO Priority Level Definitions and Response Times.

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

1.4.1.2 Scope

Motorola Solutions primary objective is to restore your PremierOne® Solution to normal operations as quickly as possible and minimize the adverse impact of service events on our customers and their mission. This serves our primary goal of maintaining quality of service and availability. The PremierOne® Solution team of highly skilled, knowledgeable and experienced specialists are available to the customer as an integrated part of the essential support and technical issue resolution process.

All customer requests for service and change requests are tracked centrally in Motorola Solutions IT Service Management (ITSM) toolset, resulting in a ticket number. All TSC support activity that occurs after the cutover of the system into production is tracked in this system to promote consistent visibility of all activities.

All calls requiring incidents or service requests are assigned a priority in accordance with the agreed Table 1-3: CMSO Priority Level Definitions and Response Times. Via the ITSM, Motorola Solutions will track the progress of each ticket from initial capture to resolution. Motorola Solutions will advise and inform the customer of the ticket progress and tasks that require further investigation and assistance from the customer's technical resources.

Upon notification of the incident, the TSC will supply a ticket number for reference. For each reported or alert generated incident, the TSC will apply a "Priority Level" classification, which has an assigned target response time objective. This classification provides the means to manage the appropriate response and engagement processes.

1.4.1.2.1 Incident Reporting and Response

The CMSO Technical Support team is available via telephone 24/7/365 to receive and log requests to address issues with PremierOne® systems. Remote Technical Support service is provided in accordance with Section 1.5: CMSO Priority Level Definitions and Response Times.

At a minimum, when reporting an incident using the toll-free number (800-MSI-HELP, the TSC will require:

- Customer name (Site)
- Caller's name
- Caller's contact number (supply alternate call back number)
- Description of the problem or request
- Operational impact of the problem (Priority Level)

The CMSO will respond to incident reports according to the priority levels defined in Section 1.5: CMSO Priority Level Definitions and Response Times.

Reporting Trouble – The TSC number is provided to all customers for PremierOne® Solution issues. If the issue cannot be resolved through our remote diagnostics by the TSC, then the customer technician will be required to report on-site to assist with the troubleshooting effort.

Response Time – shall be defined as the amount of time expired between the time in which the issue is either (a) detected by monitoring or (b) reported to TSC by the customer to the time that a qualified technician is actively troubleshooting the issue.

For all incidents reported that are not determined to be a Critical P1 or High P2 incident, the response time is related to the below office hours:

Note - Business Days is defined as Monday – Friday excluding holidays.

Business Hours is defined as Monday – Friday 9 a.m. – 6 p.m. Central Standard Time.

Incident Time – means the period of time during which the service or any service component suffers an incident. Incident Time shall commence when the issue is either (a) detected by monitoring or (b) reported to the TSC by the customer. Incident Time shall end upon completion of the repair or restoration of the service or service component. Incident Time shall not include downtime attributable to (a) Force Majeure conditions (as defined in the applicable agreement); or (b) scheduled preventive maintenance that the customer was notified of and consented to in advance.

1.4.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided equipment, including integrated third-party products.

1.4.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO TSC via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Open a ticket and categorize the reported issue or request.
- Respond to and resolve incidents and technical service requests in accordance with Section 1.5: CMSO Priority Level Definitions and Response Times.
- Perform analysis to assist in identifying a corrective action plan.
- Provide the caller a corrective action plan outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.
- Provide regular status updates for incidents.

1.4.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for third-party equipment or APIs not sold by Motorola Solutions or listed in Exhibit A.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

1.4.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the SCM.
- Contact the CMSO Technical Support team to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site personnel when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 1.5: CMSO Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

1.4.2 Hardware Repair

Motorola Solutions will collaborate the hardware repair of PremierOne system components that are supplied by Motorola Solutions with third party vendors as listed on Exhibit A (Covered Products, Support Options & Pricing).

1.4.2.1 Description of Service

At Motorola Solutions' discretion, the third-party infrastructure may be sent to the original equipment manufacturer or vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

1.4.2.2 Scope

Repair requests are assessed by the CMSO Technical Support team, which is available on a 24/7 basis. The Technical Support team will coordinate repairs with applicable third party vendors as listed in Exhibit A (Covered Products, Support Options & Pricing).

1.4.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the Motorola Solutions sourced product will be noted in the product's end-of-life (EOL) notification published by the product team.

1.4.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO TSC, operational 24/7 to request repair service.
- CMSO TSC will work with third-party vendors to coordinate the repair process and enable remote work for the service.
- Create a ticket with third-party vendors to initiate the repair process of faulty equipment.

1.4.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physical, lightning, water, or shock damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.4.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO to request the third party repair process.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.

- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical, lightning, shock, or water damage.
- Follow Motorola Solutions and third-party vendors instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on a payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
 - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide third-party with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.

Note - Inaccurate or incomplete information provided by customer or other delay by customer will result in delay of repair by the third party vendor and may incur additional charges.

1.4.3 Software Maintenance

1.4.3.1 Description of Service

Motorola Solutions Essential service includes remote upgrades of any On Demand (OD) and Cumulative Update (CU) Motorola Solutions software releases that may be available. Motorola Solutions will only provide releases that have been analyzed, pre-tested and certified in a dedicated test lab.

The customer will be responsible for scheduling remote support for the application of upgrades with the Motorola Solutions TSC.

1.4.3.2 Scope

Software releases, as well as any detailed documentation needed to implement the release, are posted to the customer support portal for customer retrieval.

Releases means an Update or Upgrade to the Motorola Solutions Software and are characterized as "On Demand Releases," "Cumulative Updates," "Standard Releases," or "Product Releases." The content and timing of PremierOne® Solution releases will be at Motorola Solutions sole discretion.

- An "On Demand Release" is a release of Motorola Solutions Software that is done on demand to address critical issues like stability, performance or priority 1 or 2 functional issues.
- A "Cumulative Update" is defined as a release of Motorola Solutions Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Solutions Software. Cumulative Updates may contain product enhancements and improvements. Cumulative Updates will be superseded by the next issued Cumulative Update.

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- A “Standard Release” is defined as a release of Motorola Solutions Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that are reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).
- A “Product Release” is defined as a release of Motorola Solutions Software considered the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola Solutions opinion will prevail, if Motorola Solutions treats the Product offering as a new Product or feature for its end user customers generally.

Note - An extra fee is required for Standard Release upgrades, which may contain product enhancement and must be performed on-site.

1.4.3.3 Motorola Solutions Responsibilities

- Provide access to software release via the customer support portal.
- Provide access to detailed documentation to support the application of software releases.

1.4.3.4 Limitations and Exclusions

- Provisioning efforts.
- Motorola Solutions implementation or on-site upgrade and expansion services.

1.4.3.5 Customer Responsibilities

- Schedule remote support for software release application.

1.4.4 On-site System Administrator (Optional – This whole section 1.4.4 and subsections will apply only if purchased by Los Angeles Port Police)

The Motorola Solutions CMSO Software Enterprise Support provides twenty-four-hour availability to respond to service requests. Customers request technical assistance through the CMSO based on the level of service and entitlement as outlined in the contract. In addition to remote telephone support, pursuant to this Agreement, Motorola Solutions will provide a dedicated On-site System Administrator (OSA) during business hours. To meet the individual needs of the Customer, the OSA may be dedicated to the applications support or infrastructure support. In addition Motorola Solutions offers a GIS OSA for GIS support which is detailed in Section 1.4.5: On-site GIS System Administrator (Optional).

1.4.4.1 Description of Service

Motorola Solutions' OSA offer provides a dedicated resource who is responsible for delivering Technical Services as herein defined. The resource will be available to the Customer, onsite if preferred by the customer, based on predefined business hours as set forth in this SOW.

The dedicated OSA will be provided the reasonably necessary training to accomplish the tasks outlined in this document. The dedicated OSA, with Customer's guidance, will develop an understanding of the assigned agency's specific environment, Customer-specific requirements, and configurations. The OSA will act as the interface between Motorola Solutions CMSO technical support teams to achieve the goals outlined by their respectively assigned Customer. The resource will be equipped to perform diagnostic assistance, provide preliminary hardware and software problem evaluation, and possess the expertise reasonably necessary to repair all contractually covered items negotiated in the Scope.

There are three common types of OSA for PremierOne®: application administration for CAD/Mobile, application administration for RMS, and technical administration for server and network infrastructure. Customers can select multiple onsite administrators from these roles and where possible may be able to mix roles into one or more administration.

1.4.4.2 Scope

The OSA service provides dedicated support full-time, Monday through Friday, between local normal business hours. On-site support shall not exceed 8 hours per day. This provision may vary by mutual agreement between Motorola Solutions and the customer. Any such variance will necessitate a separately attached addendum.

Note - The Motorola Solutions OSA will provide full-time support except for Motorola Solutions holidays, paid time off (PTO) benefits, sick leave and training events outlined in Section 1.4.4.6: Resource Training and Section 1.4.4.7: Dedicated System Administrator Placement, Terms and Conditions below throughout the term of this agreement. Each day shall be defined as normal business hours M-F 8:00 a.m. to 5:00 p.m. and shall not exceed 8 hours per day. This provision may vary by mutual agreement between Motorola Solutions and the Customer. Any such variance will necessitate a separately attached addendum.

1.4.4.3 Motorola Solutions Responsibilities

- Diagnose, triage, gather logs, and coordinate with Motorola Solutions Technical Support, Motorola Solutions engineering teams, and contractually agreed upon third-party vendors to resolve reported system incidents/problems.
- Monitor system(s) to determine any negative performance impacts, and engage appropriate resources when necessary.
- Work with Customer staff to identify and resolve reported system incidents/problems.
- Perform periodic system maintenance and software patching, in accordance with Motorola Solutions supplied guidelines, on physical and virtual servers covered within the scope of the Maintenance and Service Agreement.
- Ensure that reported incidents/problems are documented, analyzed, validated, and escalated (when necessary) through full resolution.
- Run diagnostics using approved Motorola Solutions tools.
- Assist with technical system requirements analysis.
- Provide system performance reporting using approved Motorola Solutions tools when requested.
- Assist with contractually covered database system back-ups.
- Assist with upgrade planning and installations.
- Understand system dependencies and related connections.

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- Provide incident/problem information to track reported issues and progress towards resolution.
- Assist Customer with training plan development for users and system functionalities. Engage appropriate Motorola Solutions subject matter experts when necessary.
- Coordinate with Motorola Solutions and/or Customer Project Management as applicable.
- Assist in the development of internal documentation pertaining to system configuration, administration, and troubleshooting.
- Specific to PremierOne® Records System:
 - Creation of security groups and user roles to appropriately grant/limit system privileges as provided by Customer.
 - Assist with the management of the customers Custom Code Tables and Pick Lists.
 - Configure and Maintain Org Builder to follow the approval workflow of documents within the PremierOne® Records system.
 - Manage the flow of documents through the PremierOne® Records system and execute requested changes after appropriate analytical review.
 - Maintain general system configuration, make changes to default views and color coding as requested by the Customer.
 - Maintain Central Index Mapping, CAD Incident Import, and Duplicate Masters configuration settings.
 - Possess knowledge of the business practices of each end user area and how to use their perspective modules within the PremierOne® Records Management System.
 - Possess knowledge of the Advanced Configuration Tool, and be able to execute appropriate changes to existing Records Management modules, or create new modules.
 - Possess knowledge of the SSRS Reporting System, and be able to generate end-user reports as requested.
 - User Configuration - Entering and maintaining users within the PremierOne® CAD System (applicable only to suite environments), and directly into PremierOne® Records when standalone.
- Specific to PremierOne® CAD and Mobile:
 - Assist with the management of Dispatcher hardware changes where appropriate.
 - Convert, develop, and test CAD-related custom utilities & scripts, reports, etc.
 - Assist CAD Validators with test plans.
 - Assist in the review and evaluation of CAD Vendor conversions.
 - Present newly available CAD/PMDC system features, and provide advice/assistance during need and usability review.
 - Follow AGENCY required change management procedures prior to making any system change. This may include seeking formal approval, coordination, user notifications, etc.
 - Work closely with support teams and contractually covered third-party vendors to provide any additional information required by Technicians to analyze and resolve incidents/problems. (i.e. logs, output, etc.).

- Assist in establishing “pilot groups” for new CAD/PMDC system enhancements or problem resolution analysis in order to review and provide feedback.
- As applicable, engage third-party vendors to provide contracted services in connection with issues causing a system failure. This may include some instances involving third-party vendor on-site support as well as coordination of third-party upgrade services when applicable.
- In cases where the resource has responded to system failure or critical issues, verify with Customer that restoration is complete and/or System is functional.
- Provide case activity reports to Customer. Work cohesively with Customer to identify and prioritize issues of greatest concern.

1.4.4.4 Limitations and Exclusions

The OSA will be on-site during normal business, not to exceed more than 40 hours per week. Any extended hours will be mutually agreed upon between Motorola Solutions and Customer, following local and state labor laws.

1.4.4.5 Customer Responsibilities

Upon report of any incident/problem, provide pertinent and specific details of the issue, as well as information regarding actions already taken.

- Allow the dedicated Motorola OSA full and free access to equipment, including any connectivity/monitoring equipment, necessary to deliver the services outlined in this statement of work.
- Provide all information pertaining to external hardware and software that covered products interface with to enable the resource to perform their obligations under this Agreement.
- Initially report all active incidents or technical requests of any Severity to the CMSO Technical Support Organization at 800-MSI-HELP to obtain a case number. Provide the case number to OSA.
- Allow Motorola Solutions continuous remote access to obtain system availability and performance data.
- Notify OSA and Motorola Solutions Technical Support when performing any activity that impacts the system. (This may include but is not limited to, installing software or hardware upgrades, performing network maintenance or upgrades, disabling system peripherals to perform maintenance, etc.).
- Maintain and store all relevant software and system backups in an easily accessible location. Motorola Solutions recommends that at least one back-up file is stored in an off-site location.
- Coordinate and assist with troubleshooting efforts and restoration attempts during cases in which the OSA is responding to a system failure.
- Provide the OSA, at no charge, a non-hazardous environment including shelter, heat, light, power, and all other reasonable accommodations.
- Validate issue resolution in a timely manner, prior to closure of the incident/problem.
- Adhere to all other applicable guidelines referenced in the separate Motorola Solutions CSP.
- Assist in agency-specific knowledge development for the OSA.

1.4.4.6 Resource Training

In order to maintain and expand product and technical knowledge as our technologies and customer environments evolve, the On-site System Administrator will be required to attend up to 120 hours of annual training. Some training may be available on a remote basis, but other training will require the Resource travel to a remote site to complete training. Potential travel time is not included in the estimated 120 hours of annual training. On-going training is designed to enhance and expand the Resources knowledge and capabilities in an effort to continuously improve the services provided. Motorola Solutions will provide adequate advanced notice, generally 30 days, of any training requirements for the On-site System Administrator.

Motorola Solutions will provide case management as described in the Case Management Services description. The PSA Technical Support Organization will continuously track and manage Cases from creation to close through an automated case tracking process. This case management allows for Motorola Solutions to provide Case Activity Reports.

The terms and conditions of this SOW are an integral part of Motorola Solutions' Maintenance and Support Agreement Terms and Conditions.

1.4.4.7 Dedicated System Administrator Placement, Terms and Conditions

The terms and conditions of this SOW are an integral part of the contract:

- Motorola Solutions will make a good faith effort to secure a local resource with suitable abilities and qualifications for the duration of the agreement. If Customer objects in good faith to a proposed Dedicated System Administrator assignment, the Parties shall attempt to resolve Customer's concerns on a mutually agreeable basis.
- Customer may request Motorola Solutions remove and replace a Dedicated System Administrator for any valid performance or business reason, provided that Customer does not request the removal of any such person for reasons prohibited by law, and further provided that reasonable notice (which may be immediate, depending on the circumstances surrounding the removal) is given.
- In the event Customer refuses the placement or requests removal of a qualified Dedicated System Administrator, Motorola Solutions shall have the right to terminate the Agreement in whole or in part.

1.4.5 Special Event Support (Optional)

1.4.5.1 Description of Service

Motorola Solutions will partner with the Customer to provide on-site or remote support to assist with augmentation of Customer staff or capabilities during times of need. Examples of support include emergency training, on-site monitoring, dedicated remote system monitoring, or on-site availability during large customer projects (e.g. network restructuring).

1.4.5.2 Scope

Motorola Solutions will deploy trained resources qualified to assist with the Customer's specific request at the determined Scope.

Special Event Support provides 40 hours of on-site or remote support, depending on the Customer's request. Additional hours of support beyond the contracted Scope will be billed separately.

1.4.5.3 Motorola Solutions Responsibilities

- Provide the appropriately trained resource to match the Scope.

1.4.5.4 Limitations and Exclusions

- Special Event Support is available for customers with PremierOne® CAD systems.

1.4.5.5 Customer Responsibilities

- Allow Motorola Solutions' support technician, when required, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' support technician, when required, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- For requests to engage with CMSO for Special Event support, create a ticket using the template outlined in the CSP and send it to PSACASE@motorolasolutions.com.

1.5 PremierOne® Priority Level Definitions and Response Times

Table 1-1: PremierOne® Priority Level Definitions and Response Times

Priority Level	Incident Definition	Response Time
Critical P1	<p>An incident is deemed CRITICAL if one or multiple critical functions are unavailable, or severely degraded such that the customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact to the customers' business is such that focus and resources must be applied to restoration or mitigation</p> <p>Full system outage, systemic inability to process mission-critical commands (e.g. incident creation), extreme systemic slowness, or majority of clients unable to connect to the system, etc.</p>	Telephone conference within 1 Hour of initial voice notification

Priority Level	Incident Definition	Response Time
High P2	<p>An incident is deemed HIGH if a business function is unavailable and normal customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however overall efficiency or effectiveness is degraded. This may apply to both critical and non-critical functions.</p> <p>Loss of a critical redundancy, subsystem or critical interface (e.g. CommSys Query, Paramount ProQA, Fire Station Alerting, etc.), systemic ARL failure, systemic recurring disruptive issues that frequently impact users.</p>	Telephone conference within 3 Hours of initial voice notification during normal business hours
Medium P3	<p>An incident is deemed MEDIUM if business functions are available, however, there is a deviation from the expected or agreed upon level of service or other service condition not aligned with the other defined impact levels.</p> <p>Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g. interfaces installed on RDW), RDW or reporting problems, etc. *System must be within N-2 standards for these tickets</p>	Telephone conference within 8 Hours of initial notification during normal business hours
Low P4	<p>A request is deemed LOW for minor requests.</p> <p>This level is meant to represent minor issues, such as cosmetic issues, documentation errors, general usage questions, configuration questions and product or service Update requests. *System must be within N-2 standards for these tickets</p>	Telephone conference within 2 Business Days of initial notification

1.6 Conditions and Exclusions

1.6.1 Conditions

Motorola Solutions services enhance performance of your CAD systems. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- Remote monitoring, troubleshooting and restoration require that the customer provides direct remote access to all locations and equipment and that you have the necessary equipment and connectivity available for the remote access session.
- The customer must operate hardware and software in accordance with the applicable Agreement between Motorola Solutions and the customer. Equipment may not be covered if exposed to misuse, damage, unauthorized modification or other abuse or used in a manner for which it was not designed.
- Equipment must be operated in a normal environment and protected from adverse conditions, which may impact performance and/or damage equipment.

1.6.2 Exclusions

Motorola Solutions service and support obligations hereunder will not apply to any Motorola Solutions supported software or hardware if correction of an error, adjustment, repair or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, electric surge, shock, water damage, failure of the customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by the customer or others, unless otherwise approved in writing by Motorola Solutions.
- Connection of another machine, device, application or interface to Motorola Solutions supported equipment (hardware and/or software) by the customer or others, which has caused damage to Motorola Solutions supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Motorola Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application, or interface not specifically certified and approved by Motorola Solutions for use in the customer's environment.
- The operation of the software in a manner other than that currently specified in applicable product documentation.
- Incompatible or faulty customer hardware and/or software interfaces.
- Modifications made without Motorola Solutions written approval to the OS, network, hardware or software environment or software applications.
- Cosmetic repairs, furnishing consumables, supplies, or accessories, making accessory changes, system administration, or adding additional devices or non-approved Motorola Solutions software applications.

Exhibit D
LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT USC000448878 **TERM:** 7/1/2023-6/30/2026
CUSTOMER: Los Angeles Port Police

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.

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE _____ VSBE _____

Proposed Subcontractor Percentage _____ MBE _____ WBE _____ OBE _____ DVBE _____

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Directions:

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

* Group = (SBE/VSBE/MBE/WBE/OBE/DBE)

AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

AFFIRMATIVE ACTION PROGRAM PROVISIONS

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;

AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT D
SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM
LOCAL BUSINESS PREFERENCE PROGRAM

(1) **SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:**

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%, including 0% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **811210**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$34 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

EXHIBIT D

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

Motorola Solutions, Inc

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 
Printed Name: Larsen Grabenkort

Title: Area Sales Manager
Date Signed: June 6, 2023

Consultant Description Form

PRIME CONSULTANT:

Contract Title: Maintenance and Support Agreement USC000448878 PremierOne

Business Name: Motorola Solutions RAMP ID#: 2406

Award Total: \$ 821,391

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO X (Check only one)

Primary NAICS Code: 51791

Address: 500 W. Monroe St

City/State/Zip: Chicago IL 60661

County: Cook

Telephone: (971) 227-2856 FAX: () _____

Contact Person/Title: Larsen Grabenkort / Area Sales Manager

Email Address: larsen@motorolasolutions.com

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

EXHIBIT E

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.