

**SECOND AMENDMENT TO CONTRACT NO. DA-5300 BETWEEN THE CITY OF
LOS ANGELES AND MOTOROLA SOLUTIONS, INC. TO PROVIDE TRUNK RADIO
SYSTEM UPGRADE FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF
LOS ANGELES**

This SECOND AMENDMENT TO CONTRACT NO. DA-5300 (“Second Amendment”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Chief Executive Officer of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and MOTOROLA SOLUTIONS, INC., a Delaware corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5300 dated June 28, 2018, as amended by the First Amendment to Contract No. DA-5300A dated September 1, 2021 (“Contract”) for Trunk Radio System; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract as set forth in this Second Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced with the following:

“This Contract shall commence upon execution by the Chief Executive Officer and shall terminate on October 31, 2027 (“Expiration Date”); provided, however, City shall have the right to terminate this Contract prior to the Expiration Date pursuant to Sections 11.0 and 12.0 of the Contract.”

Section 2. The ASTRO System Upgrade Agreement Statement of Work attached to this Second Amendment shall be incorporated into the Contract as Exhibit B-2. The Service Agreement and Lifecycle Renewal attached to this Second Amendment shall be incorporated into the Contract as Exhibit C-5. In addition to the terms of Section 3 of the Contract, Contractor agrees to provide the Services to City under the contractual terms and conditions set forth in Exhibits B-2 and C-5.

Section 3. This Second Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge

and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Second Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this First Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the foregoing forms of signature. If this Second Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 4. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this Second Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____

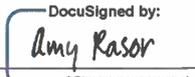
By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

MOTOROLA SOLUTIONS, INC., a
Delaware corporation

By: _____

Signature (Secretary)
Amy Rasor

Print Name

By: _____

Signature
Jerry Burch

Print Name

MSSSI Vice President
Print Title



Proposal

ASTRO® System Upgrade Agreement Statement of Work

V1.04

Month Day, Year

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EXHIBIT B-2



Proposal

ASTRO® System Upgrade Agreement Statement of Work

V1.04

Month Day, Year

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EXHIBIT B-2

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ASTRO 25 System Upgrade Agreement Statement of Work

Section 1

ASTRO® System Upgrade Agreement Statement of Work

1.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, Los Angeles World Airports is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

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

The Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

1.2 Scope

As system releases become available, Motorola agrees to provide the Customer with the hardware, and implementation services required to execute up to one system infrastructure (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The of the agreement is listed in If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

Table 1-1: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 1-2: Eligible System Upgrade Window.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 1-2: Eligible System Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

Table 1-1: SUA Term

Duration	Four Year(s)
-----------------	---------------------

Table 1-2: Eligible System Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
11/1/23 – 10/31/25	11/1/25 – 10/31/27	N/A

The methodology for executing each System Upgrade is described in [Section 1.5](#). ASTRO® SUA pricing is based on the system configuration outlined in [Appendix B: System Pricing Configuration](#). This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in [Appendix A: ASTRO® System Release Upgrade Paths](#). Should the Customer elect an upgrade path other than one listed in [Appendix A: ASTRO® System Release Upgrade Paths](#), the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

1.3 Inclusions

Refer to Table B-1: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

1.3.1 System Upgrades

System Upgrade coverage includes the products outlined in [Appendix B: System Pricing Configuration](#) and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

1.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to [Section 1.4.5](#) for further clarification on coverage.

1.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles

Excluded Products and Services	Examples (Not Limited To)
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

1.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

1.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

1.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

1.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

1.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

1.5 General Statement of Work for System Upgrades

1.5.1 Upgrade Planning and Preparation

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

1.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

ASTRO 25 System Upgrade Agreement Statement of Work

1.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in [Section 1.5.1.1 Motorola Responsibilities](#), if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in [Section 1.5.1.1 Motorola Responsibilities](#). Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in [Appendix B: System Pricing Configuration](#).
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

1.5.2 System Readiness Checkpoint

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

ASTRO 25 System Upgrade Agreement Statement of Work

1.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
 - Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

1.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

1.5.3 System Upgrade

1.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

1.5.3.2 Customer Responsibilities

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

1.5.4 Upgrade Completion

1.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

1.5.4.2 Customer Responsibilities

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

1.6 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

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

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system or discontinues the ASTRO® SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA applicable to the terminated period.

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

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

Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

Table A-3: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

Table A-4: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form "ASTRO® 7.x release 20YY.Z". In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola's presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

Table B-5: System Configuration at Time of Contract

System Configuration	
Core Configuration	
Cloud-based Core	0
On-premises Main Site	0
On-premises Backup Site	0
System Level Features	
Standalone Servers (Critical Connect / Smart Connect)	0
MOSCAD NFM RTU (typically 1 per site location)	0
Network Management Clients	0
IMW Servers	0
Telephone Interconnect	0
Security Configuration	
AERSS Sensors	0
Firewalls	0
KMF Servers	0
KMF Clients	0
RF Site Configuration	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
Dispatch Site Configuration	
Dispatch Site Locations	0
MCC 7500 Dispatch Consoles	0
AIS	0
CCGWs	0
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (CommandCentral Hub)	0
AXS Servers	0

System Configuration	
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
Verint Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

ASTRO 25 System Upgrade Agreement Statement of Work

Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

Table C-6: SUA Coverage Table

ASTRO® Certified Solution Equipment Provided by Motorola	System Upgrade		
	Software	Hardware Full Product	Hardware Board-Level
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓
DSC 8000 Site Controllers	✓	✓	
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

ASTRO® Certified Solution	System Upgrade		
Verint IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓	



Los Angeles World Airports

SERVICE AGREEMENT AND LIFECYCLE RENEWAL

September 1, 2023

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EXHIBIT C-5



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1666726
Contract Number: USC000243139
Contract Modifier: RN-OCT 2021

Date:09/01/2023

Company Name: LOS ANGELES WORLD AIRPORTS

Attn:

Billing Address: 6053 W CENTURY BLVD STE 200

City, State, Zip: LOS ANGELES , CA, 90045

Customer Contact: Marine Mandoyan

Phone: 424-646-7384

Required P.O. :

PO # :

Customer # :1000824921

Bill to Tag # :

Contract Start Date :01-Nov-2023

Contract End Date :31-Oct-2027

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Year 1 - 4 Amount
	SVC02SVC0487A	NICE-SUA II	\$281,778.82
	SVC02SVC0127A	NICE GOLD PACKAGE	\$177,408.89
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$290,684.19
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$36,046.27
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$11,934.35
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$1,347,445.67
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$219,323.25
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$2,173,513.37
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$132,998.18
	LSV00S00627A	WAVE5000 ONSITE STD	\$1,750.00
		Total	\$4,672,882.99
			\$0.00
		Total	\$4,672,882.99
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

SUA & Advanced Plus Support Package + NICE Gold & SUA

Advanced Plus = Network Monitoring, Security Monitoring, Technical Support, Dispatch, Onsite, Annual Preventive Maintenance, Remote Security Patching, Infrastructure Repair w/ Advanced Replacement

Payment Schedule:

Year 1 Total = \$1,118,379.78

Year 2 Total = \$1,150,668.25

Year 3 Total = \$1,183,919.35 (includes Wave @ \$1,308.92 - 7/1/26 - 6/31/27)

Year 4 Total = \$1,219,915.61 (includes Wave @ \$441.08 - 7/1/27 - 10/31/27)

Total = \$4,672,882.99



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

Quote Number : QUOTE-1666726
Contract Number: USC000243139
Contract Modifier: RN-OCT 2021

Wave Support (7/1/26 - 10/31/27) *USC000387808 expires 6/30/26. WAVE server hardware will be covered during the term of this service agreement.

NICE Gold + SUA includes radio logger at TBIT West Control Tower

Contract Administration = Genesis Lifecycle Support 4 Years (\$33,249.55/year)

Genesis Lifecycle Summary: This proposal is to renew the support and maintenance agreement covering Genesis software products and hardware for LAWA. Price includes complete telephone and remote support or system analysis 8am-5pm CST, software updates and upgrades as well as after-hour emergency support. Hardware refreshes with a manufacturer warranty to cover the support term is included with on-site installation for ATIA systems or remote install for OTA systems. 3rd party software will be replaced if obsolescence occurs during term.

Software Products Covered - GW3-ATIA for single zone including: Up to 10 client users, ATIA Forwarder, GenWatch Data & Enhanced Data

Hardware Provided per Refresh - Database/Data/Proc Rackmount Server (1), Reader Rackmount Server (1), Desktop PC (1)

LAWA is entitled to two system upgrades within a four year SUA agreement. Motorola recommends every other year to perform system upgrades. Previous upgrade occurred January, 2023

Motorola will do its best effort to accommodate customer requested hours during the dates and times of the upgrades.

This Service Agreement, USC000243139, shall be subject to the terms and conditions of the existing Communications System Agreement ("CSA") between the City of Santa Maria and Motorola Solutions, executed on June 17, 2014, as amended, to the extent such and terms and conditions are incorporated in Contract No. DA-5300 between City of Los Angeles and Motorola Solutions, Inc. dated as of June 28, 2018, as amended. LAWA is an Eligible Purchaser pursuant to Section 2.12 and may purchase under the Agreement per Section 3.4 of the CSA. Motorola Solutions affirms that termination of its CSA with the City of Santa Maria for any reason shall not result in the termination of this Service Agreement, which shall continue pursuant to the Service Agreement's stated terms and duration and Contract No. DA-5300



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL 60661
 (888) 325-9336

Quote Number : QUOTE-1666726
 Contract Number: USC000243139
 Contract Modifier: RN-OCT 2021

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	# _____
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	# _____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# _____

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

 AUTHORIZED CUSTOMER SIGNATURE

 TITLE

 DATE

 CUSTOMER (PRINT NAME)


 MOTOROLA REPRESENTATIVE(SIGNATURE)

MSSSI Vice President

 TITLE

 DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

Quote Number : QUOTE-1666726
Contract Number: USC000243139
Contract Modifier: RN-OCT 2021

Jessica Pourciau

214-498-9537

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : LOS ANGELES WORLD AIRPORTS
Contract Number : USC000243139
Contract Modifier : RN-OCT 2021
Contract Start Date : 01-Nov-2023
Contract End Date : 31-Oct-2027