

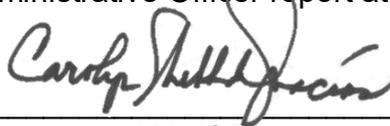
0150-12750-0000

TRANSMITTAL

TO The City Council	DATE 8/30/2024	COUNCIL FILE NO. --
FROM The Mayor	COUNCIL DISTRICT --	

**Proposed Professional Services Agreement
between the City of Los Angeles and Motorola Solutions, Inc.
to provide radio system fleetmap development services to the Police Department**

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



MAYOR

(Carolyn Webb de Macias for)

MWS:LMS:04250011

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

To: The Mayor	Date: 08/19/24	C.D. No. --	CAO File No.: 0150-12750-0000				
Contracting Department/Bureau: Los Angeles Police Department		Contact: James Acheron, (213) 486-0378					
Reference: Board of Police Commissioners Transmittal dated July 26, 2024; referred for report on July 29, 2024							
Purpose of Contract: To provide fleetmap development services for the Los Angeles Police Department							
Type of Contract: (X) New contract () Amendment		Contract Term Dates: One year from the date of contract execution.					
Contract/Amendment Amount: Total amount not to exceed \$1,384,307							
Source of funds: General Fund, Los Angeles Police Department Contractual Services account							
Name of Contractor: Motorola Solutions, Inc.							
Address: 500 W. Monroe Street, Chicago, Illinois 60661							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose			X	8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50			X
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55			X
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the interim Chief of Police, or designee, to negotiate and execute a Professional Services Agreement between the City of Los Angeles, acting by and through the Los Angeles Police Department (LAPD), and Motorola Solutions, Inc. (Motorola), to provide fleetmapping development services, for a term of one year from contract execution, and at a maximum compensation amount of \$1,384,307.

SUMMARY

At its meeting on July 23, 2024, the Board of Police Commissioners (Board) approved a proposed Professional Services Agreement between the City of Los Angeles, acting by and through the LAPD, and Motorola to provide fleetmapping development services through a one-year contract at a total amount not to exceed \$1,384,307. The LAPD requests to execute the proposed contract commencing on the date of contract execution. Sufficient funding for the agreement is provided in LAPD's Contractual Services account for Fiscal Year (FY) 2024-25.

The LAPD requires fleetmapping services for its new 700/800 MHz Simulcast Trunking Land Mobile Radio (LMR) network to meet specific operational needs, satisfy agency requirements and to integrate properly with its existing LMR network. Motorola is the manufacturer of LAPD's trunked LMR and conventional radio systems and is uniquely qualified to develop a specific radio system fleetmap that meets all of the Department's needs and requirements. Accordingly, the City Attorney has determined that Motorola is the only vendor that can provide the necessary proprietary equipment and software for

	<i>Luis Miguel Sazo</i>	
LMS	Analyst	04250011
		<i>[Signature]</i> City Administrative Officer

developing this deliverable, thereby qualifying Motorola as a sole source provider for such services. The City Attorney has also approved the Agreement as to form.

Background

Trunked radio systems are one of the most complex types of radio systems in use today. Trunked radios use several channels or frequencies, and allows those channels to be shared by a large number of users, in multiple talkgroups, without their conversations interfering with each other. Talkgroups are defined groups of users. For example, all police officers and dispatchers would belong to a police talkgroup; all fire fighters and fire employees would belong to a fire talkgroup, and all municipal waste collectors would be in a waste management talkgroup. ¹

Fleet mapping is the process of configuring the features and programming parameters of a trunked radio system to function according to the unique operational requirements of each participating agency. Fleet mapping can be thought of as: ²

- Configuring trunked systems for management and control of subscriber radios.
- Assigning Talk Groups to the radios issued to personnel.
- Assigning Talk Groups to the dispatcher control positions.
- Defining the feature subsets available to the personnel using the radios and dispatcher control positions, and,
- Determining what Talk Groups are accessible in what parts of the coverage area and how to communicate over a large area when interagency collaboration is required.

The main goal of fleetmapping the Department's land mobile radio system is to develop a uniform approach to the design and management of Citywide or other regional interoperable trunked radio systems in promoting interoperable communications using common talk group parameters.

Agreement Charter/Administrative Code/Standard Provisions Compliance

A Charter Section 1022 Determination was completed by the Personnel Department, which stated that the City does not have the staff and software capabilities or the expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible and in the Department's best interest to secure these services by contract. Competitive bidding under Charter Section 371 is not required because the Agreement is for the performance of professional, scientific, expert, technical or other special services of a temporary and occasional character. The services to be provided by Motorola are of a professional and technical nature and can be performed more feasibly by the Contractor than by City employees. In accordance with the Los Angeles Administrative Code Section 10.5(a), Council approval is not required for this proposed contract since its cumulative term does not exceed three years. However, given that this agreement directly relates to an existing City contract with Motorola (Contract No. C-123897), the approval of which falls under the purview of the City Council, this Office recommends transmitting this agreement to the Council for review and approval. In line with this recommendation, the Department concurs that the Council would desire the opportunity to review

¹ <https://www.sciencedirect.com/topics/computer-science/trunked-radio-system>

² Utah Communications Authority – *Radio Training* - <https://www.uca911.org/file/5161dc71-4757-4af1-b358-95515703b01a>

this agreement. To the best of our knowledge, Motorola has complied with all standard provisions for City contracts.

FISCAL IMPACT STATEMENT

Approval of the proposed Professional Services Agreement between the City of Los Angeles and Motorola Solutions, Inc., will result in no additional impact to the General Fund. Funding in the total amount of \$1,384,307 will be provided by the Police Department through its Fiscal Year 2024-25 Contractual Services account.

FINANCIAL POLICIES STATEMENT

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

MWS:LMS:04250011

Attachment

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

DR. ERROLL G. SOUTHERS
PRESIDENT

RASHA GERGES SHIELDS
VICE PRESIDENT

VACANT
MARIA LOU CALANCHE
FABIAN GARCIA

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



KAREN BASS
MAYOR

DJANGO SIBLEY
ACTING EXECUTIVE DIRECTOR

FLORENCE YU
ACTING INSPECTOR GENERAL

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

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

July 26, 2024

BPC #24-149

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

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND MOTOROLA SOLUTIONS, INC.

At the regular meeting of the Board of Police Commissioners held Tuesday, July 23, 2024, the Board APPROVED the Department's report relative to the above matter.

Respectfully,

BOARD OF POLICE COMMISSIONERS

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

June 25, 2024

1.17

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND MOTOROLA SOLUTIONS, INC FOR FLEETMAP DEVELOPMENT SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Professional Services Agreement for fleetmapping development services between the City of Los Angeles (City) and Motorola Solutions, Inc (Contractor).
2. That the Board TRANSMIT the Agreement to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

DISCUSSION

The Los Angeles Police Department (LAPD or Department) requires fleetmapping services for the Department's new 700/800 MHz Simulcast Trunking Land Mobile Radio (LMR) network that will meet specific operation needs and provide proper integration with the Department's existing conventional LMR network.

Deputy City Attorney Sam Petty has determined that the Contractor is the only vendor that can provide the proprietary equipment and software utilized by Motorola and qualifies as a sole source provider. Deputy City Attorney Samuel Petty has approved the Agreement as to form.

The Honorable Board of Police Commissioners

Page 2

3.5

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

Respectfully,



DOMINIC H. CHOI
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved *July 23, 2024*
Secretary *Rebecca Munoz*

Attachment

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. Contractor – Motorola Solutions, Inc., a Delaware corporation, having its principal office at 500 W. Monroe Street, Chicago, Illinois 60661.

1.2 Representatives of the Parties

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

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

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

With copies to:

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

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

Michael Conrey, Senior Account Manager
Motorola Solutions, Inc.
725 South Figueroa, Suite 1855
Los Angeles, CA 90017
310-420-3792
Michael.Conrey1@motorolasolutions.com

- B. Formal notices, demands, and communications to be given hereunder by either party must be made in writing and may be affected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) working days of said change.

SECTION 2.0 TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement will commence upon execution by all parties and will terminate one (1) year thereafter, unless otherwise terminated pursuant to PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 9/22) [v.1] attached hereto as Attachment A, with the exception of PSC-9(B)(6), the language of which is instead replaced with the following:

In the event City terminates this Agreement as provided in this section due to Contractor's default or breach of this Agreement, City may procure, upon such terms and in the manner as City may deem appropriate, services substantially similar in scope and level of effort to those so terminated, and Contractor shall be liable to City for all of its reasonable costs and damages, including, but not limited to, any reasonable excess costs for such services.

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

2.2 Ratification

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

SECTION 3.0 PERSONNEL

3.1 Project Manager

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

3.2 Subcontractors

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

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

SECTION 4.0 STATEMENT OF WORK

4.1 Statement of Work to be Performed

- A. During the term of this Agreement, Contractor shall provide the services, implement the tasks, and provide the deliverables identified herein and in Attachment B, Statement of Work.

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

- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of services as are necessary to ensure that the deliverables

provided under this Agreement meet the requirements set forth in this Agreement and all Attachments.

- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 10.1, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City Department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished in accordance with Section 10.1, Amendments, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

4.2 Final Report Acceptance and Approval

- A. Upon completion of all tasks, Services and Deliverables set forth in this Agreement, including Attachment B, Statement of Work, amounts withheld for the System Deliverables shall be paid to Contractor within thirty (30) calendar days after City's written approval of Contractor's Notice of System Completion. The City's approval of the Notice of System Completion shall be issued by the City in accordance with this Section and after the Contractor has met the requirements for System completion established in this Section. City's review of the System's acceptability shall include but is not limited to testing and accepting or rejecting the system and confirming that the system meets the requirements as specified in Attachment B, Statement of Work, of this Agreement.
- B. Upon completion of the System, Contractor must provide City with the Final System Sign-Off Report and Notice of System Completion for the System, certifying that:
 - 1. Contractor has completed all work as set forth in this Agreement, including all Attachments, related to the completed System, with the exception of System equipment warranty and System maintenance and support services required pursuant to this Agreement.
 - 2. Contractor has provided Deliverables to City that meet the requirements set forth in this Agreement and Attachment B, Statement of Work, for the System which Contractor seeks Final System Acceptance; and

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

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

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

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

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

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

4.3 City of Use of Deliverables

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

4.4 Survival of Provisions

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

4.5 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.
- B. Outside Normal Business Hours – Upon receiving at least twenty-four (24) hours' advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.
- C. Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

SECTION 5.0

ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

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

SECTION 6.0

COMPENSATION AND METHOD OF PAYMENT

6.1 Compensation

- A. For complete and satisfactory performance of the services and delivery of the deliverables of this Agreement, City shall pay Contractor an amount not to exceed One Million Three Hundred Eighty-Four Thousand Three Hundred Seven Dollars (\$1,384,307.00), including state and local taxes.

- B. Contractor shall invoice City, and City shall pay Contractor, in accordance with the Pricing Summary in Attachment B, Statement of Work.
- C. The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.
- D. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

6.2 Taxes

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

6.3 Method of Payment

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

Billing and Invoicing Requirements

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

- 1) Name and address of contractor

- 2) Division and Department name and address where services were provided
 - 3) Date of invoice and period covered
 - 4) Contract number or authority (purchase order) number
 - 5) Description of completed task and amount due for task, including (if applicable):
 - a. Name of personnel working on task
 - b. Hours spent on task and timesheet supporting charges
 - c. Rate per hour and total due
 - 6) Certification by a duly authorized officer
 - 7) Taxes (indicate taxable and non-taxable items on invoice)
 - 8) Discount and terms (if applicable)
 - 9) Remittance Address (if different from company address)
- B. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of detailed description of tasks performed per hours billed, shall be attached to all invoices. Invoices shall be submitted as per Section 6.3 and shall be payable to the Contractor no later than 30 days after City determination that the invoice is complete. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the Commanding Officer, Information Technology Bureau, which approval shall not be unreasonably withheld, and which approval shall be provided within a reasonable amount of time. Notwithstanding the foregoing, and subject to any rules or regulations necessitated by the Office of the Los Angeles City Controller or as otherwise required by law, there shall exist a rebuttable presumption that invoices are complete upon submission by Contractor. Should there be any reason for which the invoices should not be deemed complete upon delivery, and for which reason payment should not occur upon 30 days of delivery of the invoices, City shall immediately notify Contractor and the parties shall work together in good faith to immediately rectify any deficiencies.
- C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

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

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

SECTION 7.0 REPRESENTATIONS AND WARRANTIES

7.1 General

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

7.2 Warranties of Function

- A. Contractor represents and warrants that for one year following the final acceptance of any deliverable provided by Contractor, the deliverable will perform materially as described in the technical specifications set forth in this Agreement.
- B. Contractor represents and warrants that no deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.

7.3 Warranty of Originality

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

7.4 Warranty of Authority

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

7.5 Deliverables

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

7.6 Pass through Warranties

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

7.7 Compliance with Law

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

7.8 Software

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

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

disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

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

7.9 System Security

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

SECTION 8.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

8.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.
- B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and

subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- E. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- F. The Contractor and its employees, agents, and subcontractors may have access to confidential criminal record and Department of Motor Vehicle record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this Agreement. The Contractor will advise its employees, agents, and subcontractors of the confidentiality requirements of Title 42, United States Code, Section 3789(g) [42 U.S.C. 3789(g)], California Penal Code Sections 11075 through 11144, California Penal Code, Sections 13301 through 13305, and California Vehicle Code Section 1808.45.
- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

8.2 Document Control Procedure

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

8.3 Background Checks

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

8.4 Provisions Apply to Subcontracts

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

8.5 Survival of Provisions

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

SECTION 9.0 DATA SECURITY

9.1 Data Ownership

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

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

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

9.2 Data Protection

- A. Contractor shall use best efforts, but in no event less than those protections standard for public safety data, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.
- B. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.
- C. Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- D. At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.
- E. At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been

returned to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. Except as set forth in this provision, Contractor's obligations to retain City Data are governed by Attachment A, Standard Provisions for City Contracts (Rev. 9/22) [v.1]. After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 9/22) [v.1] ("Retention Period"), Contractor shall securely dispose of all City Data, and certify in writing to City, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

9.3 Compliance with Privacy Laws

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

9.4 Provision of Data

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

9.5 Data, Development, and Access Point Location

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry

standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

9.6 Data Breach

Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event, within twenty-four (24) hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

- A. Data Breach Liability. Except where the liability is primarily attributable to the City's negligence, if City is subject to liability for any Data Breach or Security Incident, then Contractor shall fully indemnify and hold harmless City and defend against any resulting actions.

9.7 Firewalls and Access Controls

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

- 1) Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data; and
 - 2) Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
 - 3) Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.
- B. **Security Best Practices.** Contractor shall implement the following security best practices with respect to any service provided:
- 1) Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.
 - 2) Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
 - 3) Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.
- C. **Access Restrictions.** Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

9.8 Vulnerability Management and Patching

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

9.9 Right of Audit by City

Without limiting any other audit rights of City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth Attachment A, Standard Provisions for City Contracts (Rev. 9/22) [v.1].

9.10 Written Information Security Policy

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

9.11 Change in Service

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

9.12 Third Party Software

In the event Contractor provides any third-party software (the "Third-Party Software"), including Open Source Software, to City in connection with this Agreement for which City would be obligated to accept and be bound by any third-party terms and conditions, the following shall apply: (1) Upon City's request, Contractor shall work with City to identify in writing all Third-Party Software in the relevant Task Order; (2) Contractor shall attach to the relevant Task Order written copies of all third-party license agreements applicable to City; and (3) Contractor warrants that (i) it has the right to license any Third-Party Software licensed to City under this Agreement; (ii) to the best of Contractor's knowledge, the Third-Party Software does not, and the use of the Third-Party Software by City as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and (iii) unless specifically provided otherwise herein, City shall have no obligation to pay any third party any fees, royalties, or other payments for City's use of any Third-Party Software in accordance with the terms of this Agreement. With regard to (i) Open Source Software, (ii) any Third-Party Software that Contractor fails to identify in the relevant Task Order, and (iii) any third-party software embedded in the Licensed Software for which City is not required to accept any third-party terms and conditions, all such software shall be considered, as appropriate, part of and included in the definition of "Licensed Software" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support, relating to the Licensed Software. To the extent permitted by law or contract, Contractor shall pass through to City the warranties for the Third-Party Software. For purposes of this provision, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (ii) any agreement with terms requiring any intellectual property owned or licensed by City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

9.13 Criminal Justice Information Systems

Contractor agrees to and shall comply with the Federal Bureau of Investigation Criminal Justice Information Systems Security Policy (the "Security Policy"), as amended from time to time, which document is incorporated into and made a part

of this Agreement by reference. Contractor shall ensure that Contractor's security, technical, personnel, and administrative practices, meet no less than those standards articulated in the Security Policy.

9.14 Security Addendum

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

9.15 Provisions Apply to Subcontracts

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

9.16 Survival of Provisions

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

SECTION 10.0 AMENDMENTS AND CHANGE REQUESTS

10.1 Amendments

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

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 9/22) [v.1].

10.2 Change Requests

A. City Technical Change Requests

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this

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

B. Change Proposal

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

- 1) Total cost of the change;
- 2) Schedule impact of the change for current and subsequent Deliverables;
- 3) Impact of the change on any other part of this Agreement;
- 4) Estimated California Sales Tax impact, if any;
- 5) The period of time for which such statement is valid, but not less than sixty (60) days; and
- 6) City contract number and date of contract.

C. Method of Agreement to Changes

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a Project Change Authorization, Attachment D, specifying the change to be made and all of the particulars set forth in Section 10.2(B) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Attachments hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 11, Disputes, of this Agreement, but in no event shall the Contractor be required to start on the changed work without the mutually agreed upon Project Change Authorization.

SECTION 11.0 DISPUTES

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

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

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

SECTION 12.0 MISCELLANEOUS

12.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto as Attachment A and incorporated herein by reference, with the exception of the following provisions, the subject matter of which are otherwise addressed in this Agreement: PSC-9(B)(6), PSC-12, PSC-13, PSC-18, PSC-19, PSC-20, PSC-21, PSC-22, PSC-24, PSC-39, and PSC-40.

12.2 Border Wall Disclosure

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

12.3 Assignment and Delegation

Contractor may not, unless it has first obtained the written permission of City:

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

- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.
- C. Written permission of City for Contractor's assignment will not be unreasonably withheld.

12.4 Permits

Unless otherwise set forth in the applicable Statement of Work Contractor and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance of this Contract. Contractor shall immediately notify City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to Contractor's performance of this Contract.

12.5 Indemnification

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

12.6 Intellectual Property Indemnification

Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights,

including, without limitation, any United States patent, copyright, trademark, right of publicity, and proprietary information ("Infringement Claim"): (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its Subcontractors, in performing the work under this Contract ("Contractor Product"); or (2) as a result of City's actual or intended use of any Work Product (as defined in PSC-21) furnished by Contractor, or its Subcontractors, under this Contract. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for City the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance.

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

This Section provides City's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. City has no right to recover and Contractor has no obligation to provide any other or further remedies, whether

under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by any liability limits set forth herein.

12.7 Limitation of Liability

Except for personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed three times (3x) the maximum compensation payable to Contractor pursuant to Section 6.1, Compensation. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA (EXCLUSIVE OF LIABILITY INCURRED PURSUANT TO SECTION 9.6, DATA BREACH), GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.

12.8 Ownership and License

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

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

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

services pursuant to this Agreement for City's benefit. This section is in lieu of PSC-21.

12.9 Best Terms

Contractor makes no representations or commitments concerning the pricing or discounts for the services to be provided hereunder, except as set forth in Attachment B to this Agreement. Notwithstanding the preceding sentence, if City becomes aware of any of its orders under this Agreement that is substantially similar in time frame and nature to another service transaction with a different Motorola state or local governmental customer in the United States where that other customer received more favorable pricing, then City may notify Contractor of the other substantially similar transaction with more favorable pricing. Upon receipt of such notice, Contractor will investigate the matter, and thereafter the Parties will meet and confer to discuss the matter. Based upon that meet and confer process, if a differential in pricing does exist, Contractor will make an appropriate reduction in the pricing for City's order in the form of a credit to be used against future purchases. In addition, Contractor may, but is not obligated to, provide additional or other discounts (e.g., large order) to City concerning any order.

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

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

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

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

devices equipped to conduct credit or debit card transactions, including PCI DSS services, Contractor shall verify proper truncation of receipts in compliance with FACTA.

12.12 Severability/Ambiguity

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

12.13 Use of Marks

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

12.14 Media, Publicity, and Case Studies

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

12.15 No Third-Party Beneficiaries

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

12.16 Non-Exclusive Agreement

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into one or more agreements with other contractors to provide similar services during the term of this Agreement.

12.17 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

12.18 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (*Rev. 9/22*) [v.1]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

12.19 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 13.0 ENTIRE AGREEMENT

13.1 Complete Agreement

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

13.2 Counterparts/Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same

agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

13.3 Number of Originals and Attachments

This Agreement includes thirty-one (31) pages and four (4) attachments. Attachments A-D listed below are incorporated herein by this reference:

- Attachment A – Standard Provisions for City Contracts (Rev. 9/22) [v.1]
- Attachment B – Statement of Work
- Attachment C – The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum
- Attachment D – Project Change Authorization Form

13.4 Order of Precedence

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

- 1) This Agreement between the City of Los Angeles and Motorola Solutions, Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 9/22) [v.1]
- 3) Attachment B, Statement of Work
- 5) Attachment C, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum
- 6) Attachment D, Project Change Authorization Form

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

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

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

THE CITY OF LOS ANGELES

MOTOROLA SOLUTIONS, INC.

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
DOMINIC H. CHOI
Chief of Police

By: 
JERRY BURCH
Vice President

Date: _____

Date: 6/20/2024

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

(2nd Corporate Officer)

By: _____
SAMUEL PETTY
Deputy City Attorney

By: 
MICAH APPLEWHITE
Vice President and Director of Sales

Date: _____

Date: 6/20/2024

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0000749148-0001-7

Internal Revenue Service Taxpayer Identification Number: 36-1115800

City Contract Number: C-

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REV. 9/22) [V.1]**

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

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

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

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

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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

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

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. Compliance with California Public Resources Code Section 5164

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Motorola Solutions, Inc.

Date: 03/19/2024

Agreement/Reference: Fleetmap Development Services

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

Limits

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

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured party

\$5,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

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

\$1,000,000

Professional Liability (Errors and Omissions)

\$2,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

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

All Risk Coverage

Flood

Earthquake

Boiler and Machinery

Builder's Risk

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: **Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>

**If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at:

<http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: cao.insurance.bonds@lacity.org)

STANDARD PROVISIONS

ATTACHMENT B

STATEMENT OF WORK



LOS ANGELES POLICE DEPARTMENT

FLEETMAP DEVELOPMENT SUPPORT

December 28, 2023

PS-000139715

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola Solutions.

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

Tel. + 1 847 576 5000

Chief John McMahon
Los Angeles Police Department
100 W. 1st Street
Los Angeles, CA 90012

Subject: Fleetmap Development Support

Dear Chief McMahon,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Los Angeles Police Department with quality fleetmap development services. The Motorola Solutions project team has taken great care to propose a solution that will address your needs and provide exceptional value.

This proposal is subject to the terms and conditions in the existing contracts between the City of Los Angeles and Motorola, contract number ARC 40 230000000019 (formerly 190000000037) for the equipment portion of the proposal and contract number C-123897 for the services portion of the proposal (collectively, the "Contracts"), as further described in this document and shall remain valid until 3/25/2024. LAPD may accept this proposal by issuing a purchase order incorporating the Contracts and this proposal. Motorola Solutions would be pleased to address any concerns LAPD may have. Any questions Los Angeles Police Department has regarding this proposal can be directed to Michael Conrey, Senior Account Manager at 310-420-3792, Michael.Conrey1@motorolasolutions.com

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

Sincerely,

A handwritten signature in black ink that reads 'Jerry Burch'.

Jerry Burch
Territory Vice President

MOTOROLA SOLUTIONS, INC. The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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FLEETMAP AND CODEPLUG DEVELOPMENT SUPPORT

SUPPORT DESCRIPTION

The fleetmap process defines the radio resources and operational configuration of the infrastructure, subscriber radios, and console positions on LAPD's ASTRO25 system. In this proposal, Motorola will provide support and guidance to LAPD to identify and formalize its operational requirements into the system fleetmap.

Fleetmap is a time-intensive and iterative process where LAPD will be collecting information and operational requirements from users on its ASTRO25 system and other agency users and making decisions on how the radio system, console positions, and subscribers will work.

Motorola Solutions will conduct recurring meetings with LAPD to define fleetmapping, discuss effective organization of existing conventional channels and trunking talkgroups, and detail how to set up the fleetmap to operate on the system. Motorola is aware of LAPD's consideration to modernize the existing T-Band conventional subsystem. Any changes to this T-Band subsystem and their impacts on subscriber fleetmapping will be addressed in a separate T-Band migration proposal.

LAPD and Motorola will review the system's operational requirements and the impact of those requirements to various equipment configurations including:

- System Controllers/Database Provisioning.
- Dispatch Consoles.
- Subscribers.
- Backhaul.

For this proposal, Motorola will provide fleetmapping, subscriber and console template development, and configuration services for impacted databases at the Primary and DSR Master Sites.

Trunking system cutover, firmware & feature set upgrades, programming, repair, inventory and encryption key loading on subscribers and consoles are not part of this proposal. Motorola recommends LAPD perform FCC checks and perform necessary alignment and across the entire APX mobile and portable subscriber fleet before cutting over to the trunking system.

Initial Unique Key Encryption Key (UKEKs) keys were loaded in APX 8000 and APX 8500 radios, MCC 7500 console positions, and the Key Management Facility server in



2018 such that they can perform Over-the-Air Rekeying and Over-the-Ethernet Rekeying.

Assuming the encryption keys loaded in 2018 are still present in all devices, Motorola expects key management can be performed over OTAR and OTEK. These operations were verified with a small sample of portable radios and console positions in March of 2023.

Motorola will be happy to provide a separate proposal to LAPD for the additional scope of work on system cutover and radio and console programming. Examples may include the new APX NEXT portable radios and visiting radios from LAFD and LAWA.

SYSTEM OVERVIEW

The Los Angeles Police Department consists of 26 police stations under the jurisdictions of 4 bureaus. To support its communications needs, LAPD has partnered with Motorola Solutions and invested in the mission critical ASTRO Land Mobile Radio system with 170 VPM based MCC 7500 consoles and 30 APX NEXT and 16,000 APX 8000 / APX 8500 subscriber radios.

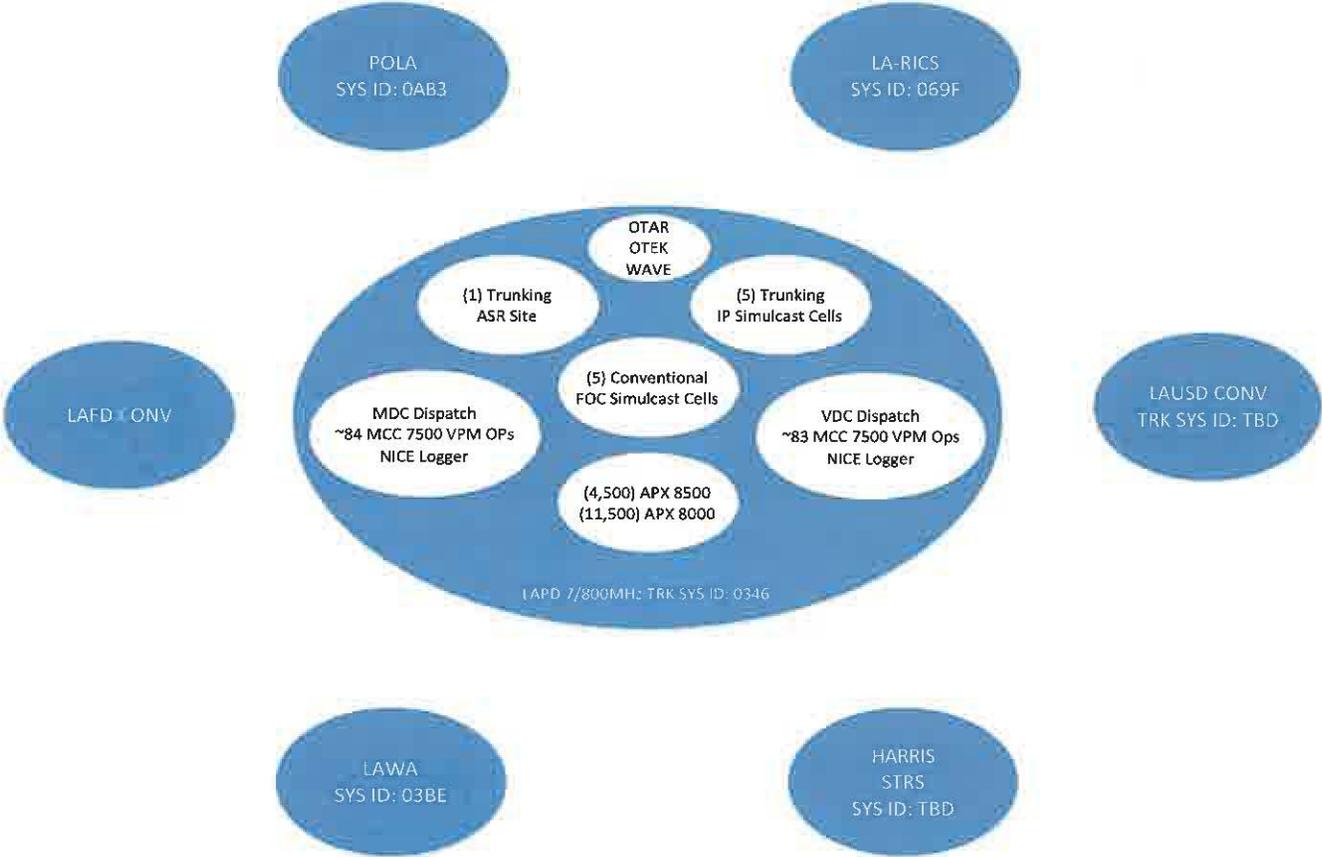
Motorola is aware of LAPD's consideration to add additional console positions in the near future. Any changes to the console subsystem and their impacts on console fleetmapping will be addressed in a separate console expansion proposal.

This radio system includes five UHF conventional and five 7/800MHz trunking simulcast cells, designed to provide bureau-wide and city-wide radio coverage.

In addition to providing services to its citizens in the City of Los Angeles, LAPD supports mutual aid and interoperates with outside agencies. Examples include Los Angeles Fire Department (LAFD), Los Angeles World Airport (LAWA), Port of Los Angeles (POLA), Los Angeles County Police and Fire (LA-RICS), and Los Angeles Unified School District (LAUSD).

Motorola Solutions is happy to present this fleetmap proposal to support LAPD in defining its internal and external communications requirements, testing new system and subscriber configurations, and deliver final database provisioning and codeplugs.





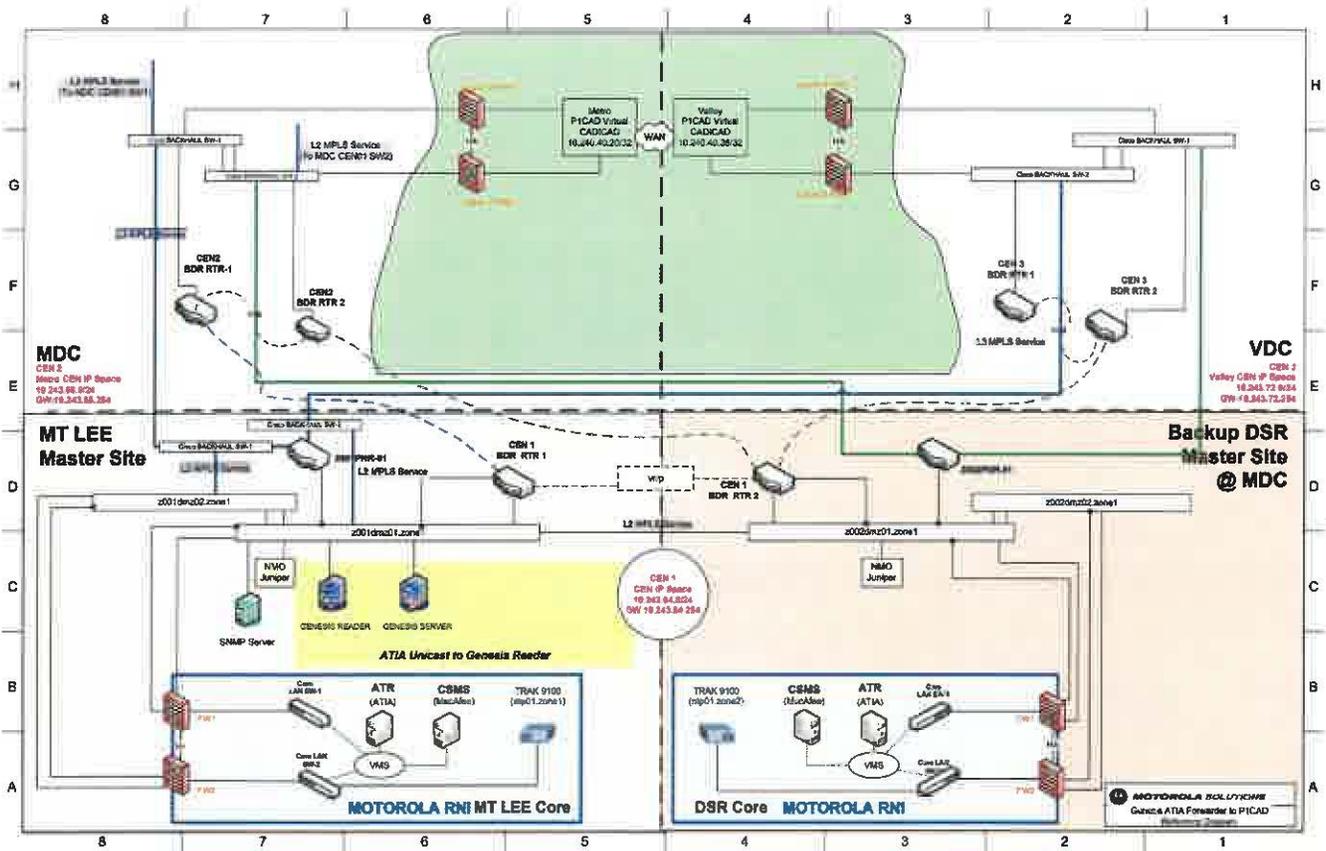
The following sections aim to provide an overview and scope of various fleetmap elements in more detail.

MASTER / DSR MASTER SITES

LAPD's Master Site at Mt. Lee and DSR Master Site at Metro Dispatch Center include servers that process mission critical audio from RF sites and dispatch centers. Through the operations discovery and fleetmap discussion sessions, Motorola will help guide LAPD and collect necessary information to configure the impacted servers and services summarized in the matrix below.

Servers	Services	Configuration Parameters
Virtual Management Servers (VMS)	Mission Critical Audio	Access Permissions Access Priorities Conventional Channels Trunking Talkgroups Dispatch Consoles Subscriber Radios ISSI Foreign Groups, with connected and licensed foreign ISSI system(s) only
Key Management Facility (KMF) Servers	Voice Encryption Management Over-the-Air-Rekeying (OTAR) Over-the-Ethernet-Keying (OTEK)	Agency Partitioning Radio IDs Encryption Key Material Common Key Reference (CKR)
WAVE Radio Gateway (WRG) Server	Broadband (BB) Access	Broadband Channels LMR-BB Patch Management
Intelligent Middleware (IMW) Server	Presence	Radio IDs
Genesis Server	CADICAD ATIA	ATIA Forwarder

Motorola has included the additional Genesis ATIA forwarder feature and implementation services to provide ATIA streams with subscriber Radio IDs to the current PremierOne CAD Subsystem.



DISPATCH CENTERS

LAPD Public Safety Representatives (PSRs) and dispatchers primarily operate at Metro Dispatch Center (MDC) and Valley Dispatch Center (VDC). These dispatch centers are also equipped with on-premise NICE IP loggers and NICE Storage Centers for long-term archives and retrieval.

After identifying the final conventional and trunking resources, Motorola will develop unique console templates according to the final fleetmap. Examples of expected changes are highlighted in the matrix below.

Workstation	Service	Configuration Parameters
VPM-based MCC 7500 and ORNI MCC 7500E	Mission Critical Audio	Conventional Channels Trunking Talkgroups Encryption Keys Over-the-Ethernet-Keying (OTEK) ISSI Foreign Groups, with connected and licensed foreign ISSI system(s) only
Archival Interface Server	Long Term Audio Archive	Recording Channels Encryption Keys
NICE Inform Server	Long Term Audio Archive	Recording Channels

MDC and VDC are large dispatch centers with many operator positions. The following table summarizes the impacted console and logging workstations that will be accounted for in the fleetmap and console templates.

Since SMOs and PSRs are familiar with loading MCC 7500 console Elite templates, Motorola will only provide final console Elite files as one of the deliverables of this proposal. There are no console programming services from Motorola.

	Number of VPM-based MCC 7500 Positions	Number of Archival Interface Server (AIS)	Number of NICE IP Logger	Number of Outside-of-the-RNI (ORNI) MCC 7500E Positions
Metro Dispatch Center (MDC)	84	1	1	0
Valley Dispatch Center (VDC)	83	1	1	0
Police Administrative Building (PAB)	0	0	0	1
Metro Headquarters Building	0	0	0	2
Department of Operations Center (DOC)	0	0	0	1

Impacts to AIS Server and NICE Logging Subsystem

From a capacity perspective, each AIS server can support up to 120 simultaneous clear-only transmissions or up to 60 simultaneous AES encrypted transmissions. There is one Archival Interface Server (AIS) at MDC and one AIS at VDC. These AIS servers provides an interface between LAPD’s radio system and the existing NICE logging recorders.

The final fleetmap will define systemwide clear and/or encrypted conventional and trunking resources. From these resources, the fleetmap will also describe whether or not a particular conventional channel or trunking talkgroup will be recorded in the NICE logging subsystem.

With the understanding of California DOJ’s requirement for agencies to encrypt all channels that may transmit CJIS-protected information, after the final fleetmap has been created that identifies the quantity and encryption requirement of recording channels, Motorola will be happy to discuss any impacts to the existing logging subsystem. Expansion of capacity licenses, hardware upgrade, or implementation services may be required and are not included in this proposal.

Impacts to Backhaul

Today, MDC and VDC dispatch centers utilize redundant T1 and Ethernet site routers to connect to the Primary and DSR Master Sites. Migrating from conventional to trunking operation, the console templates will include new trunking resources, on top of the conventional channels in use today. Motorola will evaluate and present the additional bandwidth requirement to LAPD to support the additional trunking talk paths and new AIS recording channels.

After the final fleetmap has been created that identifies the final conventional channels and trunking talkgroups for the operator positions, Motorola will be able to discuss any impacts to the existing backhaul. Network reconfiguration services may be required and are not included in this proposal.

SUBSCRIBERS

In 2018, Motorola Solutions delivered 11,500 APX 8000 portables and 4,500 APX 8500 mobiles for LAPD. After programming, Motorola distributed these radios to LAPD configured with LAPD's conventional channels, access channels from regional interoperable partners, and mutual aid channels.

Per LAPD's request, Motorola will include and implement additional Trunked Radio User licenses for the following agencies as a part of the ISSI interoperability proposal.

- Additional 500 Home Trunked Radio User Licenses for LAPD
- Additional 3,500 Visiting Trunked Radio User Licenses for LAFD
- Additional 1,000 Visiting Trunked Radio User Licenses for LAWA

From physical buttons to roaming site selection, many discussions and decisions will be made during the fleetmap process that determine the user experience. Some of these examples are captured in the following chart.

Subscriber Type	Service	Configuration Parameters
APX 8000 Portable APX NEXT Portable APX 8500 Mobile	Mission Critical Audio	Channel Access Priorities Conventional Channels Trunking Talkgroups Encryption Key Material Common Key Reference (CKR) Radio IDs Radio Aliases Emergency Trigger Roaming Priorities Site Affiliation Failsoft Operation Scan List Inter-WACN Roaming

APX 8000 Portable APX NEXT Portable APX 8500 Mobile	Integrated Voice and Data	Presence Over-the-Air-Rekeying (OTAR) Over-the-Air-Programming (OTAP)
APX 8000 Portable APX NEXT Portable APX 8500 Mobile	Radio Management	WiFi SSID and Passwords
APX 8000 Portable APX NEXT Portable APX 8500 Mobile	User Interface	Button Configurations Display Menus Accessories and Control Heads Zone Assignments

As an option separate from this proposal, to verify that the portable and mobile radios delivered in 2018 are operating within Motorola’s transmitter and receiver specifications, Motorola recommends calibrated test and alignment service on the entire APX fleet of 11,500 APX 8000 portables and 4,500 APX 8500 mobiles.

One suggestion is to mobilize Motorola’s qualified partner who can provide an equipment trailer to visit each one of the LAPD police stations to perform radio test and necessary alignment. This process should reduce downtime and return tested radios quickly back into operation.

TACTICAL AREA COMMUNICATIONS EQUIPMENT (TAC-PAC)

The TAC-PAC system provides the LAPD Police Stations with a means to communicate with the officers in the field by remote desk set units on selected channels or talkgroups. The TAC-PAC system also functions as the backup communications system in the event that the LAPD’s RF backbone becomes unavailable.

The existing TAC-PAC system relies on programmed APX Consolettes and MCD 5000 desksets.

Subscriber Type	Service	Configuration Parameters
APX Consolette	Mission Critical Audio	Channel Access Priorities Conventional Channels Trunking Talkgroups Encryption Key Material Common Key Reference (CKR) Radio IDs Radio Aliases Site Affiliation Failsoft Operation
APX Consolette	Integrated Voice and Data	Presence Over-the-Air-Rekeying (OTAR) Over-the-Air-Programming (OTAP)
APX Consolette	Radio Management	WiFi SSID and Passwords
MCD 5000 Deskset	User Interface	User Authentication

This proposal does not include any radio firmware update, flashport upgrade, or programming services from Motorola. Motorola's deliverable to LAPD consists of four master templates with up to 90 unique variations across APX 8000, APX 8500, APX NEXT, and APX Consolettes. Any APX subscriber upgrades or programming changes are outside the scope of this proposal.

IN-PERSON TRAINING RECOMMENDATIONS

RDS1017 - ASTRO 25 Systems Fleetmapping

Description

This workshop addresses topics necessary for the effective planning and mapping of an ASTRO 25 IV&D radio system. During this course, the participants will learn about ASTRO 25 features, capabilities, and restrictions in order to effectively plan and prepare for a new or upgraded ASTRO 25 system.

Objectives

By the end of the course, you will be able to:

- Discuss what a fleetmap is and why one is needed.
- Discuss the methodologies used to configure radio users and groups with the goal of optimizing the system resources.
- Describe the content to assist with fleetmapping decisions.
- Discuss frequency band plan organization and management.
- Describe basic planning requirements and complete a simple Fleetmap information template.
- Complete worksheets required to create a Fleetmap based on sample operational requirement information.

Target Audience

This course is intended for technical support staff who are involved in planning and mapping of an ASTRO 25 IV&D radio system.

Requisite Knowledge

None

APX7001V - APX CPS Radio Programming and Template Building

Description

The APX CPS Radio Programming and Template Building course provides communications management personnel and technicians with the knowledge and training necessary to build templates and program the APX family of radios in the most efficient way possible.



Objectives

By the end of the course, you will be able to:

- Navigate through the user interface of the APX™ Customer Programming Software (CPS).
- Build the APX family of programming templates using the APX™ CPS programming software.
- Program the specific conventional and trunking parameters related to the various system types in which the radios will operate.
- Program the radios using typical APX™ CPS features and functions, such as cloning and drag and drop operations.
- Use additional APX™ CPS related functions such as codeplug comparison, radio flashing, Advance System Key Administrator, and codeplug merging.

Target Audience

You should attend this training course if you are a radio technician or system manager who needs to:

- Perform APX radios programming.
- Gain knowledge of the APX CPS navigation, tools, options and features.
- Have a better understanding of APX subscriber operating in Conventional, Single Site trunking, Simulcast, SmartZone or ASTRO 25 IV&D TDMA.

Requisite Knowledge

Knowledge of the basic features and options of two-way radios and the basic concepts of trunking.

EQUIPMENT LIST

LINE	OPTN	QTY	NOMENCLATURE	DESCRIPTION
1	-	1	TT2266	GENWATCH3 ATIA ADD-ON
1	a	1	TT05704AA	GW3-ATIA FORWARDER FOR FIRST ZONE
2	-	2	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD
3	-	2	DS3750295	BREAKER, 5 AMP, CB UL 489 LISTED FO
4	-	2	Cisco 9200 Switch	Cisco 9200 Switch



STATEMENT OF WORK

This Statement of Work (SOW) describes the tasks and deliverables to be furnished to the Los Angeles Police Department at different phases of the project.

The scope of this proposal is predicated on a 12 month calendar from project initiation to final acceptance. Any circumstances which cause delay to this timeline may result in a change order.

The tasks described herein will be performed by Motorola, its subcontractors, and LAPD to implement the solution described in the System Description. This SOW describes the actual work involved and clarifies the responsibilities for both Motorola and LAPD during project implementation. Specifically, this SOW provides:

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

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. Should any of the configurations change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Detailed Design Review (DDR), and any other change orders that may occur during the execution of the project.

Tasks	Motorola	LAPD
PROJECT INITIATION		
<i>Contract Finalization and Team Creation</i>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<i>Project Administration</i>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	



Tasks	Motorola	LAPD
Maintain responsibility for third-party services contracted by Motorola.	X	
Complete assigned project tasks according to the project schedule. This proposal includes Motorola services for one calendar year.	X	X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority. LAPD to identify one decision maker with final fleetmap sign off authority.	X	X
Present project scope, objectives, and fleetmapping concepts.	X	
Review SOW responsibilities and project schedule.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
SERVICES		
Customer Training		
Coordinate and deliver training course: ASTRO 25 Systems Fleetmapping. Provided by the Motorola Worldwide Learning Department.	X	
Coordinate and deliver training course: APX CPS Radio Programming and Template Building. Provided by the Motorola Worldwide Learning Department.	X	
Assign resources to attend training classes.		X
Deliverable: Training Complete		
Develop User Radio Fleetmap		
Provide a Fleetmap Subject Matter Expert who will guide LAPD in defining its fleetmap.	X	
Review existing fleetmap and extract technical data from existing system(s).	X	X
Designate user group representatives and make timely codeplug development decisions on the groups' behalf.		X
Provide advisory input during fleetmap development.	X	
Interface with each non-LAPD agency to collect and verify trunking and/or conventional channel data to support interoperability plans. Examples may include existing Project 25 trunking system IDs, trunked control channel frequencies, and encryption parameters.		X
Assist the organization of fleetmapping requirements including user ID and trunking and conventional radio resources.	X	
Document and share collected fleetmap data in spreadsheet with Motorola. Examples may include a portable and mobile programming build sheet that will be used by Motorola for codeplug development.		X

Tasks	Motorola	LAPD
Make decisions and approve final fleetmap.		X
Deliverable: Completed Fleetmap		
Develop User Radio Codeplug and Console Templates		
Provide, program, and issue a minimum of four (4) Advanced System Keys (ASKs) to Motorola for use in codeplug development.		X
Based on the approved fleetmap from LAPD, develop subscriber master codeplugs, consisting of: <ul style="list-style-type: none"> One Master APX 8000 codeplug. One Master APX 8500 codeplug. One Master APX NEXT codeplug. One Master APX Console codeplug. 	X	
Review and approve subscriber master codeplugs.		X
Based on the approved subscriber master codeplugs, develop subscriber minion codeplugs, consisting of: <ul style="list-style-type: none"> Up to thirty (30) APX 8000 minion codeplug variations, including portable radios used by LAPD helicopters. It is Motorola's understanding that the Technisonic radios on LAPD's helicopters are equipped with APX 8000 hardware. Up to thirty (30) APX 8500 minion codeplug variations. Up to two (2) APX NEXT minion codeplug variations. Up to twenty-eight (28) APX console minion codeplug variations. 	X	
Review and approve subscriber minion codeplug variations.		X
Based on the approved fleetmap from LAPD, develop MCC7500 console templates, consisting of: <ul style="list-style-type: none"> Up to forty (40) Elite console templates. 	X	
Review and approve console templates.		X
Deliverable: Subscriber codeplugs and console templates approved and provided to LAPD.		
System Configuration		
Import final and approved database and programming parameters for Mission Critical Voice. Examples include: <ul style="list-style-type: none"> P25 Trunking Talkgroups/Multi-Groups. P25 Trunking Radio Aliases/ Radio ID numbers. Conventional Channels. Dispatch Consoles. 	X	
Import final and approved database and programming parameters for Voice Encryption. Examples include: <ul style="list-style-type: none"> Agency Partitioning. Radio ID Numbers. Encryption Key Material. Common Key Reference Numbers. 	X	
Provide current and supported WAVE platform, if applicable.		X

Import final and approved broadband channels and broadband to LMR patches for Broadband Access, if applicable.	X	
Tasks	Motorola	LAPD
Import final and approved Radio IDs for Presence, if applicable.	X	
Implement Genesis ATIA Forwarder feature for new CADICAD subsystem.	X	
Load encryption keys and enable OTEK at licensed console positions and AIS servers.	X	
Evaluate and present logging capacity and impacts to archival audio retention based on final and approved fleetmap.	X	
Evaluate and present backhaul capacity and impacts to T1 microwave or MPLS network based on final and approved fleetmap.	X	
Deliverable: System configuration and capacity analysis completed.		
Develop APX Consolelets Codeplug for TAC-PAC Subsystem		
Based on the approved fleetmap from LAPD, develop APX Consolelet master codeplug, consisting of: <ul style="list-style-type: none"> One Master APX Consolelet codeplug. 	X	
Review and approve APX Consolelet master codeplug.		X
Based on the approved subscriber master codeplugs, develop subscriber minion codeplugs, consisting of: <ul style="list-style-type: none"> Up to twenty-eight (28) APX consolelet minion codeplug variations. 	X	
Review and approve APX Consolelet minion codeplug variations.		X
Deliverable: APX Consolelet codeplugs approved and provided to LAPD.		
PROJECT TRANSITION		
Finalize Documentation and System Acceptance		
Provide related material to LAPD upon project completion.	X	
Receive and approve documentation.		X
Deliverable: All required documents are provided and approved.		

ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions. Alternate solutions required may impact the work effort and/or schedule constituting a change order.

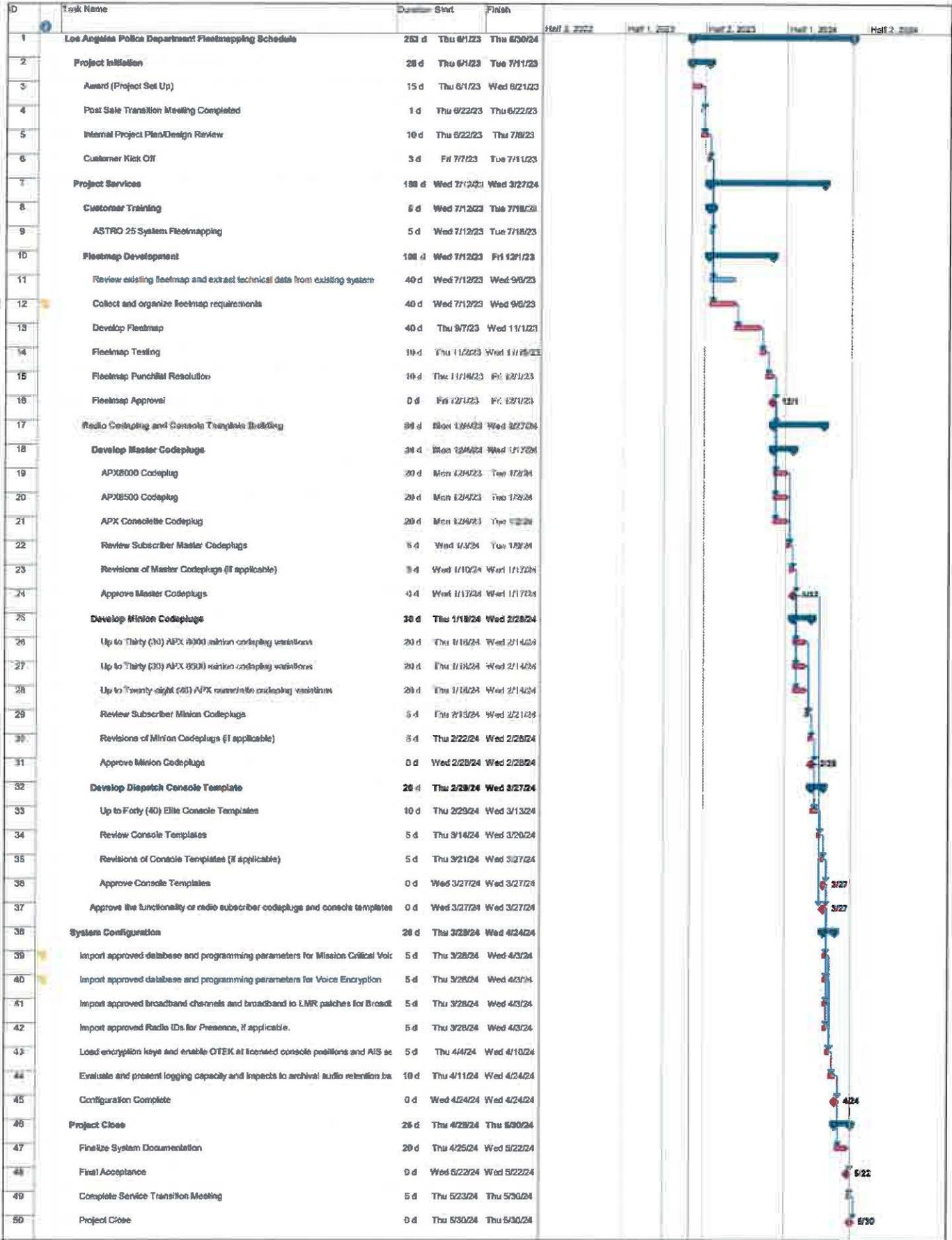
1. In 2022, Motorola has performed and presented the trunking Phase 2 and Phase 3 Coverage Acceptance Test Plan (CATP) to LAPD and will not be responsible for investigation of any coverage or interference issues on the conventional or trunking subsystems. Motorola can be contracted to troubleshoot any coverage related issues in a separate in a separate Change Order.

2. LAPD to program, firmware upgrade, and keyload all APX 8000 portables, APX 8500 mobiles, and APX Consolettes.
3. LAPD/SMO to apply and load approved console templates on all operator positions.
4. LAPD to provide a currently supported and operational WAVE platform in order to test and validate fleetmap design around broadband channel and patching talkgroups.
5. Motorola can only configure LAPD's ASTRO 25 system with connected and licensed ISSI foreign system(s), such as POLA and LAWA. Motorola will not be responsible for system-to-system roaming with other agencies that don't have an active ISSI connection to LAPD. The ISSI fleetmap scope in this proposal is confined to up to (3) ISSI 8000 point-to-point connections and not Critical Connect.

PRELIMINARY PROJECT SCHEDULE

Motorola has committed 12-months for this project from Project Kickoff through Final Project Acceptance. A snapshot of the estimated schedule is provided below. Because this is a time-intensive process requiring much details and group meetings led by LAPD, there is a chance that the project goes beyond the 12-month period. In this case, Motorola will be happy to work with LAPD to determine if additional time, support, possibly requiring a change order. A detailed project schedule will be completed and reviewed for approval with LAPD during the design review.

Project Task	Estimated Duration (Days)
Project Initiation	28
Customer Training	5
Fleetmap Development	100
Radio Codeplug and Console Template Building	80
System Configuration	20
Project Close	25
TOTAL	258



Fleetmap Development Support

Use or disclosure of this proposal is subject to the restrictions on the cover page.

ACCEPTANCE TEST PLAN

Acceptance of the final fleetmap will occur upon successful completion of the Acceptance Test Plan (ATP), which will test the functionality of the codeplug template according to its design. An ATP will be developed during the design review.

CUTOVER READINESS AND CONSIDERATION

This proposal does not include any Motorola services to support and coordinate LAPD cutover to trunking.

With the delivery of Motorola's fleetmap scope, LAPD will have received approved and tested master and minion codeplug variations for APX 8000, APX 8500, APX NEXT, and APX Consolettes, as well as console Elite templates for the operator positions.

Motorola will also present technical analysis on NICE logging capacity and backhaul readiness to support the newly identified trunking talkgroups finalized in the fleetmap.

The success of LAPD trunking system cutover highly depends on trunking end user training, tested and tuned subscriber radios and programmed console positions. The existing NICE logging subsystem and backhaul will likely need an expansion or reconfiguration to assure proper recordings and transport of mission critical audio.

Since Motorola has no influence over LAPD's APX programming effort and many of these anticipated changes depend on a final fleetmap, this proposal will not be able to include cutover support.

Motorola will be happy to assist LAPD in cutover readiness and coordinating the trunking cutover effort in a separate proposal.

WARRANTY

Motorola Solutions will provide warranty services per our standard warranty terms and conditions as outlined within the Professional Services Agreement (PSA), a copy of which is attached hereto.



PRICING SUMMARY

This pricing is valid till March 25, 2024.

Description	Pricing
Equipment	
Genwatch - ATIA Forwarder for First Zone (Plus Accessories)	\$8,240
LA County Contract Discount	\$-1,204
Equipment Total after Discount	\$7,037
Project Services	
Project Management Engineering Support Detailed Design Review Fleetmap Development Templates Development Codeplug Development Testing	\$1,403,716
Training	
Training Classes	\$31,283
Q1 2024 Sales Incentives (Purchase by 3/25/2024)	\$-117,609
Estimated Tax (9.5%)	\$668
Grand Total	\$1,325,095

PAYMENT TERMS

Motorola will submit invoice to LAPD in accordance with the milestones below. LAPD will make payment to Motorola within thirty (30) days after receipt and approval of invoice. LAPD will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For LAPD's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

1. **25% of the Contract Price due upon Customer Kickoff Meeting**
2. **40% of the Contract Price due upon completion of Fleetmap;**
3. **20% of the Contract Price due upon completion of Subscriber Minion Codeplugs; and**
4. **10% of the Contract Price due upon completion of Console Templates; and**
5. **5% of the Contract Price due upon Final Acceptance.**

CONTRACTUAL DOCUMENTATION

The City of Los Angeles (the "City") and Motorola Solutions, Inc. ("Motorola") have two master agreements that are relevant to this Motorola Proposal. Concerning Radio Communications Equipment, the City and Motorola have previously entered into Contract No. ARC 40 230000000019 , F/K/A No. 190000000037 (the "Master Equipment Agreement"). Concerning services and systems, the City and Motorola have previously entered into a Master Services Agreement identified as City Contract No. C-123897 and Motorola Contract No.1000409608 (the "Master Services Agreement").

The Master Services Agreement contains a Communications System Agreement, including its exhibits, as Exhibit C (referred to as the "Communications System Agreement"). Because in some respects this Project has system-like attributes, the Proposal includes various documents such as a Project Description, Equipment List, Statement of Work, Project Schedule, Payment Schedule, etc. Further, this Proposal is based upon the Communications System Agreement, the other applicable provisions of the Master Services Agreement, and the Master Equipment Agreement (to the extent necessary, applicable and not covered by the Communications System Agreement and the Master Services Agreement).

Pricing for the Equipment offered in the Motorola Proposal is based off of the Master Equipment Agreement and pricing for the services offered in the Motorola Proposal is based off of the Master Services Agreement, although the Motorola Proposal does contain additional discounts in favor of the City as permitted by Section 2.2 of the Master Services Agreement.

The City prefers to issue a Purchase Order for the equipment and a Contract Amendment for the services. Therefore, the City may accept this Proposal by issuing (i) a Purchase Order for the equipment that specifically refers to City Contract No. ARC 40 230000000019 and incorporates by reference the Proposal by date and general description, and (ii) a Contract Amendment that specifically refers to City Contract No. C-123897 and Motorola Contract No. 1000409608 and incorporates by reference the Proposal by date and general description.

Pricing for this proposal are predicated on completion during one (1) calendar year from project kickoff to final acceptance. Any changes to this schedule outside the control of Motorola may result in a change order.



ATTACHMENT C

**THE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
INFORMATION SYSTEMS SECURITY ADDENDUM**

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

ATTACHMENT D

PROJECT CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

Date:

Agreement Signature:

Name:

Company:

City of Los Angeles

Date:
