

**Proposal** 

**City of Columbus Police Department** 

# **PremierOne®**

# **Essential Maintenance and Support Agreement**

RFP # 407

July 28, 2023

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

July 28, 2023

Mr. Joe VonVille City of Columbus Police Department 111 East Broad Street Columbus, OH 43205

RE: Maintenance and Support Agreement: 407

Product: PremierOne Records® - PremierOne Essential Support Services

Dear Mr. VonVille:

By means of this letter, Motorola Solutions, Inc. hereby extends City of Columbus Police Department maintenance and support agreement number as referenced above until January 1, 2024 through December 31, 2024. Enclosed is (1) copy of the following updated exhibits for the period 01/01/2024 through 12/31/ 2024:

- Exhibit A Covered Products, Support Options, and Pricing
- Exhibit B Customer Support Plan
- Exhibit C Services Statement Of Work
- Exhibit D Labor Rates

Please indicate acceptance of this extension by signing the acceptance block below and returning one copy to my attention by e-mailing it to David.shelton1@motorolasolutions.com on or before January 1, 2024. If you have any questions or need further clarification, please contact me directly at David.shelton1@motorolasolutions.com.

Sincerely,

David Shelton Customer Support Manager Motorola Solutions, Inc.

| Motorola Solutions, Inc. | City of Columbus Police Department |
|--------------------------|------------------------------------|
| Ву:                      | By:                                |
| Name:                    | Name:                              |
| Title:                   | Title:                             |
| Date:                    | Date:                              |

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# **Exhibit A: Covered Products, Support Options, and Pricing**

# **Maintenance and Support Agreement**

SA 407 Term: 1-1-24 to 12-31-24

| Custome                            | er Agency               | Billing Agency                     |                         |  |
|------------------------------------|-------------------------|------------------------------------|-------------------------|--|
| City of Columbus Police Department |                         | City of Columbus Police Department |                         |  |
| Address                            | 111 East Broad Street   | Address                            | 111 East Broad Street   |  |
| City, State, Zip                   | Columbus, OH 43205      | City, State, Zip                   | Columbus, OH 43205      |  |
| <b>Contact Name</b>                | Joe VonVille            | <b>Contact Name</b>                | <b>Accounts Payable</b> |  |
| Telephone Number                   | (614) 645-1527          | Telephone Number                   |                         |  |
| Email Address                      | JPVonVille@columbus.gov | Email Address                      |                         |  |

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: **(800) MSI-HELP** (800-674-4357).

| Site Identification Numbers              |  |  |  |  |
|--|--|--|--|--|
| Product Group Site Identification Number |  |  |  |  |
| PremierOne® Records PSA431200_(RMS)      |  |  |  |  |

### **Motorola Essential Support Services Include:**

- Access to Users Group Site
- Case Management 24x7
- Customer Support Plan
- HPE Defective Media Retention
- On-site Support (when applicable)

- Software Releases, as defined
- Technical Support 9x5
- Third-party Vendor Coordination
- Virtual Private Network VPN Tool

# **Motorola Supported Products**

|                                   |   | Technical     |     | Term Fees                |
|-----------------------------------|---|---------------|-----|--------------------------|
| Product                           | Description                                   | Service Level | Qty | 01-01-2024 to 12-31-2024 |
|                                   | PremierOne RecordsTM Module                   |               | 1   | \$9,678.00               |
|                                   | Narcotic Module                               |               | 1   | Included                 |
|                                   | Internal Affairs Module                       |               | 1   | Included                 |
|                                   | PremierOne RecordsTM Server License           |               | 1   | \$17,552.00              |
| PremierOne Records™               | PremierOne RecordsTM Client License           | Essential     | 250 | \$135,300.00             |
|                                   | (concurrent)                                  |               |     |                          |
|                                   | PremierOne RecordsTM Mobile<br>Client License |               | 250 | \$135,300.00             |
|                                   | (concurrent)                                  |               |     |                          |
|                                   | Property & Evidence Module                    |               | 1   | \$7,311.00               |
| PremierOne Records <sup>TM</sup>  | Matrix Crime Interface-Project<br>#OHP15I37A  |               | 1   | \$2,527.00               |
| Interfaces                        | OH-1 (Ohio DPS Crash Data)<br>Interface       | Essential     | 1   | \$2,527.00               |
|                                   | CopLogic Interface                            |               | 1   | \$2,527.00               |
| MOTOROLA SUPPORTED PRODUCTS TOTAL |   |               |     | \$312,722.00             |

# **Optional Services Available**

### \*Requires Multi-Year Agreement

- Hardware Refresh\*
- Health Checks
- Managed Detection Response (MDR)
- Onsite GIS Administration GeoFile Services
- Onsite System Administration

- Professional SW and HW Upgrade Services\*
- Remote System Administration
- Report Writing
- Special Events
- Summit Advanced Purchase\*\*

| **Summit Advanced Purchase Option |      |      |                                  |     |                |
|-----------------------------------|------|------|----------------------------------|-----|----------------|
| Summit Attendance                 | Year | 2024 | Attendees                        | Qty | Full Term Fees |
|                                   |      |      | Standard Attendance <sup>1</sup> | 6   | \$18,780.00    |
|                                   |      |      | Registration Only                | 0   | \$0.00         |

### Standard Attendance Fees Include the following:

- Registration fee
- Round trip travel for event (booked by Motorola)
- Hotel accommodations (booked by Customer Agency per Motorola website instructions)
- Ground Transportation (booked by Motorola)
- Daily meal allowance<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed.

<sup>&</sup>lt;sup>2</sup> Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

# **OPTIONAL SUPPORT SERVICES**

| Service                         | Description                   | SOW Reference | Qty | Term Fees   |
|---------------------------------|-------------------------------|---------------|-----|-------------|
| Service Level                   | 24x7 Technical Support        | Exhibit C     | 1   | Included    |
| Summit                          | Annual Summit Training (2024) | Exhibit A     | 6   | \$18,780.00 |
| OPTIONAL SUPPORT SERVICES TOTAL |                               |               |     |             |

# **Support Fees Summary**

| Product                       | Service Level           | Term Fees    |
|-------------------------------|-------------------------|--------------|
| PremierOne Records®           | Essential               | \$305,151.00 |
| PREMIERONE RECORDS® INTERFACE | Essential               | \$7,581.00   |
| Sul                           | ototal Motorola Support | \$312,722.00 |
| Annual Summit Training (2024) |                         | \$18,780.00  |
|                               | Grand Total             | \$331,502.00 |

# **Exhibit B: PremierOne® Customer Support Plan**

Maintenance and Support Agreement

Term: 01-01-2024 to 12-31-2024

| Quick Contact Matrix                                   |   |  |  |
|--|---|--|--|
| Support C  | enter   |  |  |
| Toll Free Phone#                                       | 1-800-MSI-HELP (1-800-674-4357)   |  |  |
| Email  | PSACASE@Motorolasolutions.com   |  |  |
| Motorola Portal  | Customer Support Portal   |  |  |
| Provide the following information:                     | Site Name Your Name Your Call Back Number A Brief Description of the Problem Priority (Critical, High, Medium, Low) |  |  |
| Service Agreemer                                       | nt Information  |  |  |
| City of Columbus Police Department                     | Contract #: 407   |  |  |
| Service Agreement Start/End Date: 01-01-24 to 12-31-24 | Service Level: Essential  |  |  |
| Account Manager  | Customer Success Advocate   |  |  |
| Name: David Shelton                                    | Name: Alex Mendez   |  |  |
| Mobile: (513) 833-7145                                 | Mobile: (630) 523-3613  |  |  |
| Email: david.shelton1@motorolasolutions.com            | Email: Alex.Mendez@motorolasultions.com   |  |  |

# **Escalation Plan**

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

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

|                                   | Escalation Plan  |  |   |  |  |  |
|-----------------------------------|--|--|---|--|--|--|
|                                   | Level 1  | Level 2  | Level 2   |  |  |  |
| Support<br>Center                 | Support Center Brian Radinsky Front Office Technical Support Manager Mobile: (240) 457-7892 Brian.Radinsky@MotorolaSolutions.com     | Tim Heddleston Senior Manager, Technical Support Mobile: (206) 427.8230 tim.heddlesten@motorolasolutions.com | Jeremy Smith Head of Software Enterprise Centralized Managed and Support Operations Mobile: (951) 216.8827 Jeremy.Smith@motorolasolutions.com |  |  |  |
| On-Site<br>Support<br>Technicians | On-Site Support Technicians Tyler McCullough Manger, Technical Support Mobile: (571) 329.1790 Tyler.McCullough@motorolasolutions.com | Tim Heddleston Senior Manager, Technical Support Mobile: (206) 427.8230 tim.heddlesten@motorolasolutions.com | Jeremy Smith Head of Software Enterprise Centralized Managed and Support Operations Mobile: (951) 216.8827 Jeremy.Smith@motorolasolutions.com |  |  |  |

# **Customer Support Plan Overview**

# **Serving Our Customer's Needs**

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



deliveries over the full lifecycle of the engagement. They will be your single point of contact for any questions on Motorola products or support.

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

# **PremierOne® Support Services**

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

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

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

| Site ID         | Product Group       | Site Name                          |
|-----------------|---------------------|------------------------------------|
| PSA431200_(RMS) | PremierOne® Records | City of Columbus Police Department |

# Motorola CMSO and Service Desk

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

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

NOTE: Critical and high priority incidents should not be reported via email or the Customer Portal.

Product and system technical resources are ready to receive and take action on requests for service.

# **Priority Level Response Table**

The CMSO TSO will respond to reporting incidents according to the priority levels and response times defined in the following table.

Table 1-1: CMSO Technical Support Initial Response Time

| Priority    | Incident Definition   | Response Time   |
|-------------|---|---|
| Level       |   |   |
| Critical P1 | Critical P1  An incident is deemed CRITICAL if one or multiple critical functions are unavailable, or severely degraded such that the customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact to the customers' business is such that focus and resources must be applied to restoration or mitigation  Full system outage, systemic inability to process mission-critical commands (e.g. incident creation), extreme systemic slowness, or majority of clients unable to connect to the system, etc.           |   |
| High P2     | An incident is determined <u>HIGH</u> if a business function is unavailable and normal Customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however, overall efficiency or effectiveness is degraded. This may apply to both critical and noncritical functions.  Loss of a critical redundancy, subsystem, or critical interface (e.g. CommSys Query, Paramount ProQA, Fire Station Alerting, etc.) systemic ARL failure, systemic recurring disruptive issues that frequently impact users. | Telephone conference within 3 hours of initial voice notification during normal business hours.   |
| Medium P3   | An incident is deemed <u>MEDIUM</u> if business functions are available, however, there is a deviation from the expected or agreed upon level of service or other service condition not aligned with the other defined impact levels.  Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g. interfaces installed on RDW), RDW or reporting problems, etc.  *System must be within N-2 standards for these tickets   | Telephone conference<br>within 8 Hours of initial<br>notification during normal<br>business hours |
| Low P4      | A request is deemed LOW for minor requests.  This level is meant to represent minor issues, such as cosmetic issues, documentation errors, general usage questions, configuration questions, and product or service update requests.  *System must be withing N-2 standards for these tickets.  | Telephone conference within 2 business days of initial notification.                              |

Table 1-2: Priority Level Definitions and Response Times for Cybersecurity Services

| Priority<br>Level | Incident Definitions   | Response Time   |
|-------------------|--|---|
| Critical P1       | Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of the Customer's PremierOne® system or information stored within it. Effort to recover from the incident may be significant.  Examples:  • Malware that is not quarantined by anti-virus | Response provided <b>24</b> hours, <b>7 days</b> a week, including US Holidays. |
|                   | <ul> <li>Evidence that a monitored component has communicated with<br/>suspected malicious actors.</li> </ul>  |   |

| Priority<br>Level | Incident Definitions   | Response Time  |
|-------------------|--|--|
| High P2           | Security incidents that have localized impact, but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant.  Examples:  • Malware that is quarantined by antivirus.  • Multiple behaviors observed in the system that are consistent with known attacker techniques.  | Response provided <b>24</b> hours, <b>7</b> days a week, including US Holidays.                      |
| Medium P3         | Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate.  Examples include:  Suspected unauthorized attempts to log into user accounts.  Suspected unauthorized changes to system configurations, such as firewalls or user accounts.  Observed failures of security components.  Informational events.  User account creation or deletion.  Privilege change for existing accounts. | Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.          |
| Low P4            | These are typically service requests from the Customer.  | Response provided<br>Monday through Friday 8<br>a.m. to 5 p.m. local time,<br>excluding US Holidays. |

# **Case Management via Customer Support Portal**

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

- Customer Support Portal provides the ability to:
- Create low priority tickets
- Obtain status updates on existing tickets
- Supply additional information on tickets 24/7
  - When updating ticket notes, please provide contact information, which includes phone number, email, etc.

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

### **Ticket Initiation via Email**

An alternative customer support tool is available for PremierOne® Solution customers. Along with the toll-free phone number and Customer Support Portal, customers can request technical support by



email. For many customers who use their handheld devices as a means to open tickets, email provides additional flexibility for initiating tickets.

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

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

# **CJIS Compliance**

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

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

Customer is independently responsible for due diligence and establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control and identification and authentication policies and procedures, including



password security measures, lost and stolen credentials, account disabling, account validation, log retention capacity planning and customer jurisdiction specific data retention requirements. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed, viewed or removed from the information system by customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, or their role in CJIS Security Policy compliance. Motorola reserves the right to terminate the Service if customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution or Motorola own security measures.

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

# **Summary**

Our Support Plan includes the following key services elements:

- Single point of contact Customer Success Advocate who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations.
- Systems Support Center: One place to report incidents and place requests Reported incidents are correlated with alerts received from the NOC for reduced root cause determination.
- Emergency Call Management Portal: Enhanced access to case status and resolution details.
- Network Security Operations Center: Continuous monitoring and response of the Motorola PremierOne® Solution as well as providing notification of critical and high security alerts.
- Technical Support Center: Staffed with subject matter experts to handle escalated tickets.

# **Benefits to Your Agency**

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

# Exhibit C: PremierOne® Essential Services Statement of Work

# 1.1 Overview

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

Advanced Services consist of the following service elements:

- Remote Technical Support
- Hardware Repair Coordination
- Software Maintenance
- Software Upgrade Services (Optional)

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

1.4 Essential Services Detailed Description, the individual subsection prevails.

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

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

### **Remote Technical Support**

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

### **Hardware Repair**

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

### **Software Maintenance**

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

MOTOROLA SOLUTIONS

# 1.2 Motorola Service Delivery Ecosystem

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

# 1.2.1 Centralized Managed Support Operations

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

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

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

# 1.2.2 Account Manager

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

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

# 1.3 Customer Support and Maintenance Expectations

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

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

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



The Customer support personnel are responsible for the following:

- Initiate Service Request Tickets. Contact Motorola through authorized tools and processes outlined in the Motorola CSP to initiate technical support tickets.
- Assess Priority Level. Assist in assessing the urgency and impact of the issue so the correct Priority Level is assigned, as found in the SOW and CSP.
- Escalate Appropriately. Contact Motorola to add information, make changes to existing technical support tickets or escalate service requests to Motorola management. Motorola CMSO TSC contact information is provided in the CSP.
- VPN connectivity. Provide VPN connectivity and telephone access to Motorola personnel, if applicable.
- Physical Workstation Maintenance. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Inspect physical equipment for damage or wear, replace parts as per contractual agreement.
- CAD client maintenance. Apply upgrades such as OS patches, administrative tools, and utilities.
  - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
  - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
  - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to PremierOne® Solution Products latest published Anti-Virus Exclusions List.).
  - Apply any Microsoft Critical Security patch to their PremierOne® Solution that fits within the security and sustainability processes of the agency. Motorola recommends agencies follow Microsoft's guidance related to the application of Critical Security patches.
    - If Security Patching Services are purchased from Motorola the Customer will be responsible for rebooting servers and workstations to apply the deployed patches.
- Mobile Client Maintenance: Apply upgrades such as OS patches, administrative tools and utilities.
  - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
  - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
  - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to latest released PremierOne® Solution Products Anti-Virus Exclusions List.).
  - Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.).
  - Note: The Mobile Client Maintenance will be completed by the OSA if the OSA has been purchased.
- Custom Reports: Build/Modify/Support all custom reports in a manner that will not adversely
  impact RDW Server/Database functionality. Custom reports are the sole responsibility of the
  creator and not supported by Motorola. In an event that Motorola is creating reports for the
  Customer, it will be supported by Motorola Support teams.
- CAD Client Upgrade Testing: Test PremierOne® Solution Software Releases (includes Standard, Cumulative Upgrades (CU) and On Demand Releases (OD). Report and supply data for any problems that are discovered with the software to Motorola for review and correction. Ensure that minimum software/hardware requirements are met.
- Third-Party Maintenance:

- Net Install, upgrade, configure, and maintain .net framework software as per minimum requirements outlined by Motorola.
- Server Install, upgrade, configure, and maintain all servers hosting third-party products that interface to Motorola products. See Physical Server Maintenance section above for additional explanation.
- SQL Install, upgrade, configure, and maintain MS SQL application. Make resource optimization changes pertaining to best practices as required by Motorola.
- SQL Express Install, upgrade, configure, and maintain MS SQL Express application. Make resource optimization changes pertaining to best practices as required by Motorola.
- Unembedded Third-Party Licensing Maintain and apply all third-party licensing for products not specifically embedded within a Motorola proprietary product.
- Mobile Client Install and Testing: Test PremierOne® Solution Software Releases (includes Standard, CU, and ODs). Report and supply data for any problems that are discovered with the software to Motorola for review and correction. Ensure that minimum software/hardware requirements are met.
- GIS Updates: PremierOne® Solution Map Maintenance
  - Ensure validity and integrity of all GIS related data introduced to the system.
  - Record modifications made to GIS files, and confirm expected behavior within the PremierOne® Solution.
  - Perform all server mapping updates, geoset transitions, and distribute updated map files to CAD/Mobile clients.
- Anti-Virus and Windows UAC: Install, configure, and upgrade chosen anti-virus software. Appropriately configure the user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola via ticket entry. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the Customer will be responsible for diagnosing and correcting the issue. Per request, Motorola will make every reasonable effort to test and verify specific anti-virus patches against a replication of the Customer's application if a problem cannot be resolved internally.
- System Backups: With the assistance of the OSA, perform and confirm successful completion of daily backup operations. Ensure that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that PremierOne® Solution SQL Server Management Studio (SSMS) full and incremental database backups completing successfully, report related SCOM notifications to Motorola.
  - Note: Tape Backups and HD Backups are the sole responsibility of the Customer, even if a dedicated OSA is purchased.
- Provisioning knowledge of the system: Customer must ensure that adequate provisioning training and knowledge has been provided to those authorized to access and/or make changes within PremierOne® Solution Provisioning. Provisioning changes should be tracked. This information should be supplied to Motorola to aid in troubleshooting efforts should a problem be experienced. Motorola now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the Customer as a failsafe.

- Gathering Issue Logs (Server and Client): During non-business hours, supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by Motorola, must be furnished. Absence of requested data may lead to ticket closure. (The OSA will assist with this task during normal business hours).
- Customer Data Archiving: Customer is responsible for all PremierOne® Solution Data Archival
  as per their internal requirements and needs. Adequate storage space should be maintained,
  and data must not be stored in a manner that adversely impacts the PremierOne® Solution or
  component operations.
- Network Bandwidth and Stability: Install, monitor, and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of Motorola products and related system components.
- Remote Access: Customer must provide remote access to requesting Motorola personnel for troubleshooting purposes. This includes, but is not limited to, VPN account access, remote hosting, PremierOne® Solution domain access, and access to all system elements that pertain to the operation of the PremierOne® Solution and functionality.
- Backup Power: Install and maintain backup power source to ensure the effective operation of the PremierOne® Solution System and all its components in the event of a primary power source failure.
- End User Training: Ensure that all end users of Motorola products are trained to perform their duties and not cause harm or upset of system functionality. Motorola does offer additional training if necessary for an additional cost.
- Change Management: Notify Motorola of any changes made to the PremierOne® Solution, associated interfaces, related hardware, software, network, or any other system element that may adversely impact operation or system functionality.
- Note Motorola is not liable for any loss of functionality related to any changes or updates made
  to the solution by customer or third parties. We strongly recommend that customer advise
  Motorola of any proposed changes or third party integrations before undertaking same to ensure
  that functionality will not be adversely affected.

# 1.4 Essential Services Detailed Description

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

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

# 1.4.1.1 Description of Service

The CMSO's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue



resolution process. The TSC supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls indicating incidents or service requests will be logged in Motorola's CRM system, and Motorola will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

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

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

# 1.4.1.2 Scope

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

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

All calls requiring incidents or service requests are assigned a priority in accordance with the agreed Table 1-6: PremierOne® Priority Level Definitions and Response Times. Via the ITSM, Motorola will track the progress of each ticket from initial capture to resolution. Motorola will advise and inform the customer of the ticket progress and tasks that require further investigation and assistance from the customer's technical resources.

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

### 1.4.1.2.1 Incident Reporting and Response

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

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

- Customer name (Site)
- Caller's name
- Caller's contact number (supply alternate call back number)

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- Description of the problem or request
- Operational impact of the problem (Priority Level)

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

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

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

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

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

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

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

## 1.4.1.3 Inclusions

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

## 1.4.1.4 Motorola Responsibilities

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



• Provide regular status updates for incidents.

### 1.4.1.5 Limitations and Exclusions

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

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

### 1.4.1.6 Customer Responsibilities

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

# 1.4.2 Hardware Repair Coordination

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

# 1.4.2.1 Description of Service

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

Network Hardware Repair is also known as Infrastructure Repair.



# 1.4.2.2 Scope

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

### 1.4.2.3 Inclusions

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

# 1.4.2.4 Motorola Responsibilities

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

### 1.4.2.5 Limitations and Exclusions

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

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

# 1.4.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola CMSO to request the third party repair process.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola or third-party infrastructure components being sent in for service were subjected to physical, lightning, shock, or water damage.

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

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

### 1.4.3 Software Maintenance

## 1.4.3.1 Description of Service

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

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

# 1.4.3.2 Scope

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

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

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

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

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

## 1.4.3.3 Motorola Responsibilities

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

### 1.4.3.4 Limitations and Exclusions

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

# 1.4.3.5 Customer Responsibilities

Schedule remote support for software release application.

# 1.5 PremierOne® Priority Level Definitions and Response Times

Table 1-6: PremierOne® Priority Level Definitions and Response Times

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

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

# 1.6 Conditions and Exclusions

# 1.6.1 Conditions

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

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



### 1.6.2 Exclusions

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

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

# **Exhibit D: Labor Rates**

Maintenance and Support Agreement

Term 01-01-2024 to 12-31-2024

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

| SERVICE HOURS                                     | LABOR RATES                     |  |
|---|---------------------------------|--|
| 8 a.m5 p.m. M-F (local time)                      | \$223 per hour, 2 hours minimum |  |
| After 5 p.m., Saturday, Sunday, Motorola Holidays | \$334 per hour, 2 hours minimum |  |

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

| SERVICE HOURS                                     | LABOR RATES                     |
|---|---------------------------------|
| 8 a.m5 p.m. M-F (local time)                      | \$446 per hour, 2 hours minimum |
| After 5 p.m., Saturday, Sunday, Motorola Holidays | \$668 per hour, 2 hours minimum |

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.