

AGREEMENT NO. _____

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

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and MOTOROLA SOLUTIONS, INC., a Delaware corporation, whose address is 725 S. Figueroa Street, Los Angeles, CA 90017 ("Consultant").

WHEREAS, City requires Information Technology (IT) support 24-hours a day, seven days a week for maintenance of the Port Police Motorola Radio System and related work; and

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

WHEREAS, Consultant possesses extensive experience in dealing with IT support and maintenance for law enforcement agencies; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work"). The Scope of Work is taken from part of Consultant's written proposal to the City. Consultant shall render to City the services designated in said part which is attached as Exhibit A.

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

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

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

II. SERVICES TO BE PERFORMED BY CITY

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

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

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

III. EFFECTIVE DATE AND TERM OF AGREEMENT

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

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

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

or

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

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

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

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

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

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

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

V. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B. Exhibit B is taken from part of Consultant's written proposal to the City and shall be compensated in accordance with the rates set forth in Exhibit B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Nine Hundred Eighty-Eight Thousand, Eighty-Five Dollars (\$988,085).

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

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

(Consultant's Signature)

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

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

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

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

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

VI. RECORDKEEPING AND AUDIT RIGHTS

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

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

VII. INDEPENDENT CONTRACTOR

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

VIII. BUSINESS TAX REGISTRATION CERTIFICATE

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

IX. INDEMNIFICATION

A. Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City, but are subject to Article IX, Section (B) herein.

B. Except for personal injury or death, Consultant's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed two (2) million dollars for each year of the Term provided under this Agreement. Although the parties acknowledge the possibility of such losses or damages, they agree that Consultant will not be liable for any commercial loss; inconvenience; loss of use, time, data, good will, revenues, profits or savings; or other special, incidental, indirect, or consequential damages in any way related to or arising from this Agreement. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (2) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

X. INSURANCE

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

(1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim with a Two Million Dollar (\$2,000,000) general aggregate. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Consultant shall be responsible for all deductibles. The insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

(2) Automobile Liability Insurance

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

(3) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit a Workers' Compensation endorsement that waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and

Consultant shall require any subcontractors to provide such coverage for all employees of any subcontractor or other vendor retained by Consultant.

B. Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article IX, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all required general and automobile liability policies required in connection with this Article X. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

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

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

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

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

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

C. Required Features of Coverages

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

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance KwikComply® at <https://kwikcomply.org> and submit the appropriate proof of insurance on Consultant's behalf.

In the event of a claim where City is named and includes allegations arising out of the services provided by Consultant under this Agreement, Consultant will furnish full copies of certified policies required herein that are relevant to the claim; provided, however, Consultant will be permitted to redact any references or endorsements to other customer's information before providing access to the policies. This obligation is intended to, and shall survive the expiration or earlier termination of the Agreement.

(2) Carrier Requirements

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

(3) Notice of Cancellation

Consultant shall endeavor to cause each insurance policy described above to not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given a 10-days notice of cancellation for nonpayment of premium and a 30-days notice of cancellation for any other reason by written notice by U.S. mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant, provided that Consultant may terminate this Agreement without penalty under the termination provisions if it is unable to reasonably obtain such modified coverage for this Agreement.

(5) Renewal of Policies

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply®. All renewals must

continue to meet the policy conditions as noted. It is the responsibility of the Consultant to ensure evidence of insurance remains effective for the duration of the Agreement. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

D. Right to Self-Insure

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

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

E. Accident Reports

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

XI. TERMINATION PROVISION

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

XII. PERSONAL SERVICE AGREEMENT

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

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

XIII. AFFIRMATIVE ACTION

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

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

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

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

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

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

XV. CONFLICT OF INTEREST

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

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

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

XVI. COMPLIANCE WITH APPLICABLE LAWS

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

XVII. GOVERNING LAW / VENUE

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

XVIII. TRADEMARKS, COPYRIGHTS, AND PATENTS

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

XIX. PROPRIETARY INFORMATION

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

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

B. [Intentionally Omitted.]

XX. CONFIDENTIALITY

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

XXI. NOTICES

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

XXII. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

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

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention

(SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

XXIV. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

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

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

XXV. EQUAL BENEFITS POLICY

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

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

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

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

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

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

XXVII. STATE TIDELANDS GRANTS

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

XXVIII. INTEGRATION

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

XXIX. SEVERABILITY

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

XXX. CONSTRUCTION OF AGREEMENT

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

XXXI. TITLES AND CAPTIONS

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

XXXII. MODIFICATION IN WRITING

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

XXXIII. WAIVER

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

XXXIV. EXHIBITS; ARTICLES

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

XXXV. COUNTERPARTS

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

////

////

////

////

(Signature page follows)

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

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

Dated: _____, 2018

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

Dated: July 5, 2018

MOTOROLA SOLUTIONS, INC

By: [Signature]
Scott Lees / MSS I VP
(Print/type name and title)

Attest: [Signature]
David Little Assistant Secretary
(Print/type name and title)



APPROVED AS TO FORM AND LEGALITY

July 11, 2018
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: [Signature]
HELEN J. SOK, Deputy City Attorney

HJS
Attachments

Account #	54310	W.O. #	
Ctr/Div #	0640	Job Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
	2018/19	\$	332,826
	2019/20	\$	344,000
	2020/21	\$	311,259
	TOTAL:	\$	988,085
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>7/9/18</u>		
Date Approved:	<u>7/9/18</u>		

SECTION 4

PROJECT APPROACH WORK PLAN

4.1 INTRODUCTION

In this section, Motorola has provided responses to City of Los Angeles Harbor Department's RFP, Section 2.2: Project Scope of Work. In addition, we have included Maintenance Services (beginning in Section 4.2), and Service Statements of Work in section 4.4.

2.2 PROJECT SCOPE OF WORK

MOTOROLA SOLUTIONS RESPONSE

Motorola Solutions is bidding the following:

Tactical Radio System: UHF, simulcast, conventional radio system. The sites are connected through a microwave communications backbone. The system is comprised of equipment manufactured by: Motorola, Exacom, Nice and Cambium.

D. Two radio technicians. 40 hours per week (two technicians, each one working 20 hours per week). One technician will be responsible for the maintenance of Motorola Port PD radio system, Cambium microwave, logging recorders (Nice and Exacom), radio consoles and others. One technician will be responsible for the Harris Security officers' radio system and Maestro console. Position requirement: The technicians must be certified by the radio manufacturer and have a minimum of two years of technical experience in the field.

MOTOROLA SOLUTIONS RESPONSE

One radio technician. 20 hours per week.

One technician will be responsible for the maintenance of Motorola Port PD radio system, Cambium microwave, logging recorders (Nice and Exacom) and radio consoles.

The technicians are certified by Motorola and have a minimum of two years of technical experience in the field.

E. One communications system technician. 20 hours per week.

The communications system technician will verify, troubleshoot, and repair communications installations of vehicles and boats. The technician will also assist the radio technician.

Position requirement: This technician must be able to install and troubleshoot vehicle and boat communications equipment, and have a minimum of two years of experience in the field.

MOTOROLA SOLUTIONS RESPONSE

Comply.

4.2 MAINTENANCE SERVICES OVERVIEW

In order to ensure that the City of Los Angeles Harbor Department has immediate access to Motorola's onsite and technical support teams for unforeseen issues, Motorola proposes customized Maintenance Services.

Appropriate for customers who want to minimize their system's downtime, customized Maintenance Services provide a reliable service response and restoral process, remote assistance and the effect of onsite repairs to network components. The proposed offering consists of the following services:

- Service Desk.
- Technical Support.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Network Hardware Repair with Advanced Replacement.
- Cambium Care Prime.
- Exacom
- NICE Gold Maintenance
- System Technologist - One radio technician. 20 hours per week. (Infrastructure)
- Subscriber Support Technologist - One communications system technician. 20 hours per week. (Subscriber)

These services will be delivered to City of Los Angeles Harbor Department through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of whom are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

4.3 CUSTOM SERVICES DESCRIPTION

4.3.1 Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC).

These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of the City of Los Angeles Harbor Department' system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between the City of Los Angeles Harbor Department, third-party subcontractors and manufacturers, and Motorola.

When City of Los Angeles Harbor Department personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system.

The Service Desk is responsible for documenting City of Los Angeles Harbor Department inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for Technical Support, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

4.3.2 Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

OnSite Support provides local, trained and qualified technicians who will arrive at the City of Los Angeles Harbor Department location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the the City of Los Angeles Harbor Department location in order to remedy equipment issues based on the impact of the issue to overall system functioning.

4.3.3 Network Hardware Repair

Network Hardware Repair – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

Motorola also proposes **Network Hardware Repair with Advanced Replacement** to the City of Los Angeles Harbor Department. With this additional service, Motorola will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion.

If the City of Los Angeles Harbor Department prefers to maintain their existing FRU inventory, you will be able to request a "loaner" FRU while your unit is being repaired.

4.3.4 Motorola's Service Capabilities

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

4.3.5 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

4.3.6 Onsite Service through a Field Service Team

Onsite maintenance and repair of the City of Los Angeles Harbor Department' system will be provided by Motorola's local team of service personnel. Motorola will provide a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to the City of Los Angeles Harbor Department' service agreement. Details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify the City of Los Angeles Harbor Department that the system is restored to normal operation and will request approval to close the case.

4.3.7 Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate the City of Los Angeles Harbor Department network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in the City of Los Angeles Harbor Department' system. All components being repaired are tracked throughout the process, from shipment by City of Los Angeles Harbor Department to return through a case management system.

4.3.8 Cambium Care Prime

Motorola resells Cambium Networks repair and All Risk Advance Replacement Services. All Cambium Networks maintenance packages include telephone and remote support coverage, remote diagnosis, escalation and repair and replacement of failed parts. The Tier 1 coverage offers 24 x 7 telephone and remote support and onsite support and the remaining tiers offer 8 x 5 coverage. Motorola dispatch service is included on the contract to cover the "warm" transfer and case management costs. Motorola also offers Onsite and Dispatch services (referred to as "Service Desk" herein) to their customers that need a qualified technician to come to their location.

4.3.9 Exacom ExaCare Essentials

The Port of Los Angeles will have access to EXACOM Support portal to submit trouble tickets. Tickets will be processed according to EXACOM Support Priority and Response Time policy and EXACOM Support personnel will work toward resolving the issues. EXACOM Support personnel will provide Tier 2 Support. During the term of the maintenance and support agreement, the Port of Los Angeles is entitled to EXACOM software releases that includes minor updates, fixes, critical patch updates, general maintenance releases and documentation updates (collectively, "Software Updates") along with EXACOM remote support to install appropriate updates. Software Assurance does not include upgrades to new major software releases, features or functionality.

4.3.10 NICE Gold Maintenance

Motorola resells NICE Silver, Gold-Lite, Gold and Platinum maintenance packages. All NICE maintenance packages include telephone and remote support coverage, onsite support, remote diagnosis, escalation and repair and replacement of failed parts. The premium services, Gold and Platinum, offer 24 x 7 telephone and remote support and onsite support. Motorola dispatch service (referred to as "Service Desk" herein) is included on the contract to cover the "warm" transfer and case management costs.

4.3.11 Motorola System Technologist

This Scope of Work provides a guideline outlining the responsibilities to be performed by the Motorola System Technologist assigned to support the Port of Los Angeles (the Port) and the Motorola Solutions communications network and associated sub-systems and components. Implementation of an assigned System Technologist concept will deliver the level of service required to assist the Port with the management and support of the Motorola Solutions K-Core and associated systems as described in Attachment-1, (the Motorola Maintenance Agreement). The inclusion of an assigned System Technologist provides additional support services needed to keep the described systems performing at optimal service levels as well as to provide consultation and support planning for future communications system needs. The System Technologist's ultimate goal is to ensure maximum up-time and utilization of the Motorola systems. Motorola will provide an assigned System Technologist to the Port for a one (1) year period. This support will be provided by an appropriately skilled employee of Motorola who will reside in the Los Angeles area for the period of performance. The System Technologist will perform the duties as described in this SOW. The Motorola System Technologist will possess the skills needed to provide consultation, guidance, troubleshooting and support for the optimal operation and maintenance of the Ports' Motorola communication systems as described.

This position will assist the Port and the Motorola Field Service maintenance support staff in providing stable and reliable operating conditions for the covered communications systems. The Motorola System Technologist will take a proactive approach to monitoring of the performance of the Motorola fixed end communications systems described, including troubleshooting and technical analysis of system performance issues and implementation of corrective actions and measures in concert with support from Motorola Field Service Organization, and the Port of Los Angeles' technical staff.

4.3.12 Subscriber Support Technologist

This Scope of Work provides a guideline outlining the responsibilities to be performed by the Motorola Subscriber Support Technologist assigned to support the Port of Los Angeles (the Port) and the Motorola subscriber radios units.

Implementation of an assigned Subscriber Support Technologist concept will deliver the level of service required to assist the Port with the management and support of the Motorola Subscriber Radios as described in the attached inventories.

The inclusion of an assigned Subscriber Support Technologist provides additional support services needed to keep the described subscribers radios and vehicle radio installations performing at optimal service levels.

Motorola will provide an assigned Subscriber Support Technologist to the Port for a one (1) year period. This support will be provided by an appropriately skilled employee of Motorola who will reside in the Southern California Area for the period of performance. The Subscriber Support Technologist will perform the duties as described in this SOW.

The Motorola Subscriber Support Technologist will possess the skills needed to provide the troubleshooting, triage or first echelon repair services in support of the Port's Mobile and Portable Motorola radios, including troubleshooting of vehicle mobile radio installations.

4.4 SERVICE STATEMENTS OF WORK

Motorola Solutions has provided the following Service Statements of Work:

1. OnSite Response & Dispatch Service.
2. ASTRO 25 Technical Support.
3. Preventative Maintenance.
4. Infrastructure Repair with Advanced Replacement (IRAR)
5. Cambium Networks Point-to-Multipoint and Point-to-Point Maintenance Services.
6. ExaCare Essentials.
7. NICE Gold Maintenance without Remote Access.
8. Motorola System Technologist.
9. Subscriber Support Technologist.

4.4.1 OnSite Response & Dispatch Service

**ASTRO[®] 25 OnSite Infrastructure
Response & Dispatch Service**

Statement of Work

Version 1.0

September 2013



EXHIBIT A

OnSite Infrastructure Response and Dispatch Service Overview

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Section 4.0 - Severity Level Definitions and Response times set forth in Section 5.0 – Severity Level Response Time Commitments table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Infrastructure Response & Dispatch service is available 24 hours a day, 7 days a week in accordance with Severity Level Definitions and Severity Level Response Time Commitments listed in sections 4.0 and 5.0 of this document.

1.2 Geographic Availability

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

1.3 Inclusions

Onsite Infrastructure Response and Dispatch Service can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the case to resolution.
- 2.3. Dispatch a servicer as required by Motorola standard procedures and provide necessary case information collected in 2.2.
- 2.4. Ensure the required personnel have access to customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
 - 2.5.2. Replace defective Infrastructure or FRU, as supplied by customer¹.

- 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.5.4. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.6. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan required by section 3.2. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
- 2.7. Escalate the case to the appropriate party upon expiration of a response time.
- 2.8. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
- 2.9. Notify customer of case status as defined by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to customer if requested.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to restore the system as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

¹ Infrastructure Repair with Advanced Replacement (IRAR) is a service offering that provides repair and replacement of infrastructure equipment. IRAR enhances Onsite and Dispatch Service by enabling a faster response and repair times.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

5.0 Severity Level Response Time Commitments

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

*Premier Response is an option that provides a 2-hour response time for severity 1 issues.

4.4.2 ASTRO 25 Technical Support

ASTRO[®] 25 Technical Support Statement of Work

Version 1.4

September 2013



EXHIBIT A

Technical Support Overview

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

Motorola applies Industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Technical Support Services

Motorola's System Support Center (SSC) will provide technical support to assist the customer's technical resources of the Motorola's currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests (see severity level response time commitments). Calls requiring incidents, problems, or service requests will be logged in Motorola's issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customer's technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the 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.

1.1 Scope

Technical Support service is available 24 hours a day, 7 days a week based on Severity Level Definitions.

1.2 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.
- 1.4.6 Network security services.
- 1.4.7 Network transport.
- 1.4.8 Information Assurance.
- 1.4.9 Motorola services not included in this statement of work.
- 1.4.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the Severity Level Response Time Commitments section of this document and the severity level defined in the Severity Level Definitions section of this document.
- 1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.5.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.5.7 Escalate the case to the appropriate party upon expiration of a response time.

- 1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6 The Customer has the following responsibilities:

- 1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Commitments section in this document.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for Information. • Preventive Maintenance

2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

4.4.3 Preventative Maintenance

Preventive Maintenance – ASTRO 25 7.9 & above

Statement of Work

Version 6.1

August 2016

Annual Preventive Maintenance Statement of Work – Level 1

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventive Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold Infrastructure including integrated third party products per the level of service as defined in [Table 1: PM Tasks Performed](#).

1.3 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.1. Emergency on-site visits required to resolve technical issues.

1.3.2. Third party support for equipment not sold by Motorola as part of the original system.

1.3.3. System installations, upgrades, and expansions.

1.3.4. Customer training.

1.3.5. Hardware repair and/or exchange.

1.3.6. Network security services.

1.3.7. Network transport.

1.3.8. Information Assurance.

1.3.9. Motorola services not included in this statement of work.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

1.4.1 Notify the customer of any planned system downtime needed to perform this Service.

1.4.2 Advise customer of any issue that requires immediate attention.

1.4.3 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Annual Preventive Maintenance.

- 1.4.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
 - 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
 - 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.
- 1.5 The Customer has the following responsibilities:
- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
 - 1.5.2 Authorize and acknowledge any scheduled system downtime.
 - 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
 - 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
 - 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
 - 1.5.6 Provide site escorts in a timely manner if required.
 - 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
 - 1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

MASTER SITE CHECKLIST	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
LOGGING EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.
MISCELLANEOUS EQUIPMENT	

Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	I.e. memory, HDD, CPU, disk space/utilization.

PRIME SITE CHECKLIST

SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST

GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive

HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (If applicable)
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (If interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (If applicable)
Desk Microphone Operation	Confirm desk mic operation (If applicable)
Radio IRR Operation	Verify radio IRR operational (If applicable)
Telephone IRR Operation	Verify telephone [If on radio computer] IRR operational (If applicable)
Recording	Verify operator position being recorded on long term logging recorder (If applicable)
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (If applicable)
AUDIO TESTING	
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST

Equipment Alarms	Verify no warning/alarm indicators.
------------------	-------------------------------------

Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.
GTR B000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no TX.

MOSCAD CHECKLIST

MOSCAD SERVER

Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

MOSCAD CLIENT

Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

MOSCAD RTU's

Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST

VISUAL INSPECTION EXTERIOR

ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.

10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual Inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating

MICROWAVE CHECKLIST

RADIO	
Alarms	Check alarm / event history

Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage
Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST

STRUCTURE CONDITION	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor Lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
GROUNDING	
Structure Grounds	Inspect grounding for damage or corrosion
GUY WIRES	



Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.

Annual Preventive Maintenance - Level 2

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventive Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in [Table 1: PM Tasks Performed](#).

1.3 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.6 Motorola has the following responsibilities:

- 1.6.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.6.2 Advise customer of any issue that requires immediate attention.
- 1.6.3 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Annual Preventive Maintenance.

- 1.6.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.6.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
- 1.6.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.7 The Customer has the following responsibilities:

- 1.7.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.7.2 Authorize and acknowledge any scheduled system downtime.
- 1.7.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.7.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.7.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.7.6 Provide site escorts in a timely manner if required.
- 1.7.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.7.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

MASTER SITE CHECKLIST			
SERVERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	X	X
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	X	X
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.	X	X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.	X	X
Server Check Disks	Perform checkdisk on server hard drives		X
Verify Redundant ZC's	Perform Zone Controller switchover. ZC1 to ZC2 and back again (coordinate with customer).		X
ROUTERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	X	X
SWITCHES		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	X	X
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.	X	X
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).	X	X
DOMAIN CONTROLLERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	X	X
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	X	X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
FIREWALLS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	X	X
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	X	X
LOGGING EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	X	X

Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	X	X
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.	X	X
MISCELLANEOUS EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	X	X
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	X	X
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.	X	X

PRIME SITE CHECKLIST			
SOFTWARE		Level 1	Level 2
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
Verify System SW Installed	Verify software versions installed on system. Document any changes.		X
SWITCHES		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	X	X
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.	X	X
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).		X
MISCELLANEOUS EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	X	X
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	X	X
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	X	X
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.		X
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.		X
COMPARATORS		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	X	X

DISPATCH SITE CHECKLIST		Level 1	Level 2
GENERAL			
		X	X
Inspect all Cables	Inspect all cables/connections to external interfaces are secure		
Mouse and Keyboard	Verify operation of mouse and keyboard	X	X
Configuration File	Verify each operator position has access to required configuration files	X	X
Console Op Time	Verify console op time is consistent across all ops	X	X
Screensaver	Verify screensaver set as customer prefers	X	X
Screen Performance	Verify screen operational/performance	X	X
Touchscreen	Verify touchscreen operation (if applicable)	X	X
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans	X	X
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment	X	X
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"	X	X
DVD/CD	Verify / clean DVD or CD drive	X	X
Time Synchronization	Verify console time is synchronized with NTP server		X
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)		X
HEADSET UNPLUGGED TESTING		Level 1	Level 2
		X	X
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.		
Channel Audio In Speaker	Verify selected channel audio in select speaker only.	X	X
Footswitch Pedals	Verify both footswitch pedals operational	X	X
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)	X	X
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.	X	X
Speaker Mute	Verify select speaker muted.	X	X
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.	X	X
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)	X	X
Radio Takeover In Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).	X	X
OTHER TESTS		Level 1	Level 2
		X	X
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)		
Desk Microphone Operation	Confirm desk mic operation (if applicable)	X	X
Radio IRR Operation	Verify radio IRR operational (if applicable)	X	X
Telephone IRR Operation	Verify telephone (if on radio computer) IRR operational (if applicable)	X	X
Recording	Verify operator position being recorded on long term logging recorder (if applicable)	X	X

IRR Setup Parameters	Check IRR set-up parameters, and also audio card set-up and level adjustments		X
Paging Controls	Confirm all paging controls are functional (Including third party encoders if under maintenance)		X
COMPUTER PERFORMANCE TESTING		Level 1	Level 2
Computer Reboot	Reboot op position computer	X	X
Computer Operational	Confirm client computer is fully operational (If applicable)	X	X
For XP and older Operating Systems: Hard Drive Fragmentation	Check status of hard drive fragmentation- perform if needed		X
Event Logs	Pull event logs and review for major errors		X
Hard Drive Backup	Create backup of drive for offsite storage.		X
Memory Usage	Check memory usage		X
Application Logs and Alerts	Review built in application logs and alerts		X
Hard Drive Usage	Check available space (10% minimum)		X
AUDIO TESTING		Level 1	Level 2
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality	X	X
Secure Mode	Confirm any secure talkgroups are operational in secure mode	X	X
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer discretion) and at a single op position		X
EQUIPMENT ROOM TESTS		Level 1	Level 2
Recording - AIS Test	Verify audio logging of trunked calls	X	X
Recording	Test op position logging on analog recorder (with customer assistance)	X	X
System Alarms	Review alarm system on all equipment for errors	X	X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
SDM AUX I/O Server	Confirm all AUX I/O's functional on one operator position		X
Backup Resources	Confirm all backup radios meet RF specs and combiner/antenna system fully functional		X
Verify System SW Installed	Verify software versions installed on system. Document any changes.		X
IP Network Redundancy	If redundant equipment used (e.g., routers, switches), then switch to redundant equipment and confirm operation.		X

RF SITE CHECKLIST		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	X	X

Site Frequency Standard Check	Check lights and indicators for A/B receivers.	X	X
Basic Voice Call Check	Voice test each voice path, radio to radio.	X	X
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.	X	X
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.	X	X
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx.	X	X

MOSCAD CHECKLIST			
MOSCAD SERVER		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.	X	X
Windows Event Logs	Review Windows event logs. Save and clear if full.	X	X
Password Verification	Site devices to verify passwords. Document changes if any found.	X	X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
Verify System SW Installed	Verify software versions installed on server. Document any changes.		X
Server CPU Health	i.e. memory, HDD, CPU, Ddisk space/utilization.		X
Verify Patches	Verify security patches monthly/quarterly (Motorola and 3rd Party). Document any changes.		X
MOSCAD CLIENT		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.	X	X
Windows Event Logs	Review Windows event logs. Save and clear if full.	X	X
Password Verification	Site devices to verify passwords. Document changes if any found.	X	X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
Verify System SW Installed	Verify software versions installed on system. Document any changes.		X
Verify Patches	Verify security patches monthly/quarterly (Motorola and 3rd Party). Document any changes.		X
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.		X
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.		X
MOSCAD RTU's		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Verify Connectivity	Verify Connectivity	X	X

Password Verification	Site devices to verify passwords. Document changes if any found.		X
Check Alarm / Event History	Review MOSCAD alarms and events to find if there are chronic issues.		X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.		X
Verify System SW Installed	Verify software versions installed on system. Document any changes.		X

FACILITIES CHECKLIST			
VISUAL INSPECTION EXTERIOR		Level 1	Level 2
ASR Sign	Verify that the ASR sign is posted.	X	X
Warning Sign - Tower	Verify warning sign is posted on the tower.	X	X
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.	X	X
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.	X	X
Outdoor Lighting	Verify operation of outdoor lighting/photocell.	X	X
Exterior of Building	Check exterior of building for damage/disrepair.	X	X
Fences / Gates	Check fences/gates for damage/disrepair.	X	X
Landscape / Access Road	Check landscape/access road for accessibility.	X	X
VISUAL INSPECTION INTERIOR		Level 1	Level 2
Electrical Surge Protectors	Check electrical surge protectors for alarms.	X	X
Emergency Lighting	Verify emergency lighting operation.	X	X
Indoor Lighting	Verify indoor lighting.	X	X
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.	X	X
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	X	X
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.	X	X
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	X	X
UPS		Level 1	Level 2
Visual Inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.	X	X
Verify rollover and rollback	Verify automatic switch to backup power when main power falls		X
Battery voltage checks	Verify, check and measure battery voltages.		X
GENERATOR		Level 1	Level 2

Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.	X	X
Fuel	Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider.	X	X
Oil	Check the oil dipstick for proper level. Note condition of oil.	X	X
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.	X	X
Verify rollover and rollback	***Depends on configuration of Transfer switch. Auto versus manual*** Rollover should be tested weekly under load.		X
HVAC		Level 1	Level 2
Air Filter	Check air filter and recommend replacement if required	X	X
Coils	Check coils for dirt	X	X
Outdoor Unit	Check that outdoor unit is unobstructed	X	X
Wiring	Wiring (insect/rodent damage)	X	X
Cooling / Heating	Check each HVAC unit for cooling/heating	X	X

MICROWAVE CHECKLIST			
GENERAL		Level 1	Level 2
Transport Performance	Confirm transport performance by viewing UEM for site link warnings or errors.		X
RADIO		Level 1	Level 2
Alarms	Check alarm / event history	X	X
Software	Verify version of application	X	X
TX Frequency	Verify transmit frequency	X	X
TX Power	Verify transmit power	X	X
RX Frequency	Verify receive frequency	X	X
RX Signal Level	Verify receive signal level and compare with install baseline documentation	X	X
Save configuration	Save current configuration for off site storage	X	X
Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.	X	X
WAVEGUIDE		Level 1	Level 2
Visual Inspection	Inspect for wear or dents (from ground using binoculars).	X	X
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).	X	X
DEHYDRATOR		Level 1	Level 2
Visual Inspection	Inspect moisture window for proper color	X	X
Pressure Verification	Verify pressure of all lines	X	X
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes	X	X
Run Hours	Record number of hours ran	X	X

TOWER CHECKLIST			
STRUCTURE CONDITION		Level 1	Level 2
Rust	Check structure for rust.	X	X
Cross Members	Check for damaged or missing cross members.	X	X
Safety Climb	Check safety climb for damage.	X	X
Ladder	Verify that ladder system is secured to tower.	X	X
Welds	Check for cracks or damaged welds.	X	X
Outdoor lighting/photocell	Test outdoor lighting and photocell.	X	X
Drainage Holes	Check that drainage holes are clear of debris.	X	X
Paint	Check paint condition.	X	X
TOWER LIGHTING		Level 1	Level 2
Lights/Markers	Verify all lights/markers are operational.	X	X
Day/Night Mode	Verify day and night mode operation.	X	X
Power Cabling	Verify that power cables are secured to tower.	X	X
ANTENNAS AND LINES		Level 1	Level 2
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).	X	X
Transmission Lines	Verify that all transmission lines are secure on the tower.	X	X
GROUNDING		Level 1	Level 2
Structure Grounds	Inspect grounding for damage or corrosion	X	X
GUY WIRES		Level 1	Level 2
Tower Guys	Check guy wires for fraying and tension.	X	X
Guy Wire Hardware	Check hardware for rust.	X	X
CONCRETE CONDITION		Level 1	Level 2
Tower Base	Check for chips or cracks.	X	X

4.4.4 Infrastructure Repair with Advanced Replacement (IRAR)

ASTRO[®] 25 Infrastructure Repair with Advanced Replacement

Statement of Work

Version 1.8

November 2013



EXHIBIT A

Infrastructure Repair with Advanced Replacement Overview

Infrastructure Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the Infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to [Appendix A](#) for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Geographic Availability

Infrastructure repair with advanced replacement is supported globally; geographic proximity and type of infrastructure will determine the repair facility.

1.3 Inclusions

Infrastructure repair with advanced replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "Commercially Reasonable Effort" to repair Motorola manufactured Infrastructure products for seven (7) years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Infrastructure Repair with Advanced Replacement:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.4.3 All broadband infrastructure three (3) years from product cancellation date
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola.

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from digital in-car video equipment.

1.4.8 Infrastructure backhaul including, but not limited to, antennas, antenna dehydrators, microwave¹, line boosters, amplifier, data taker wireless transmitter, short haul modems and UPS.¹

1.4.9 Test equipment.

1.4.10 Racks, furniture and cabinets.

1.4.11 Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.

1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.5 Motorola has the following responsibilities:

1.5.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.

1.5.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

1.5.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.

1.5.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.

1.5.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.

1.5.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible dependent upon stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.5.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.5.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to [Appendix A](#) for the loaner process and [Appendix B](#) for shipping charge detail.

1.5.6. Provide repair return authorization number upon customer request for infrastructure that is not classified as an advanced replacement or loaner FRU.

1.5.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.5.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.5.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.5.10. Perform the following service on Motorola infrastructure:

1.5.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.5.10.4. Perform a box unit test on all serviced infrastructure.

1.5.10.5. Perform a system test on select infrastructure.

1.5.11. Provide the following service on select third party Infrastructure:

1.5.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

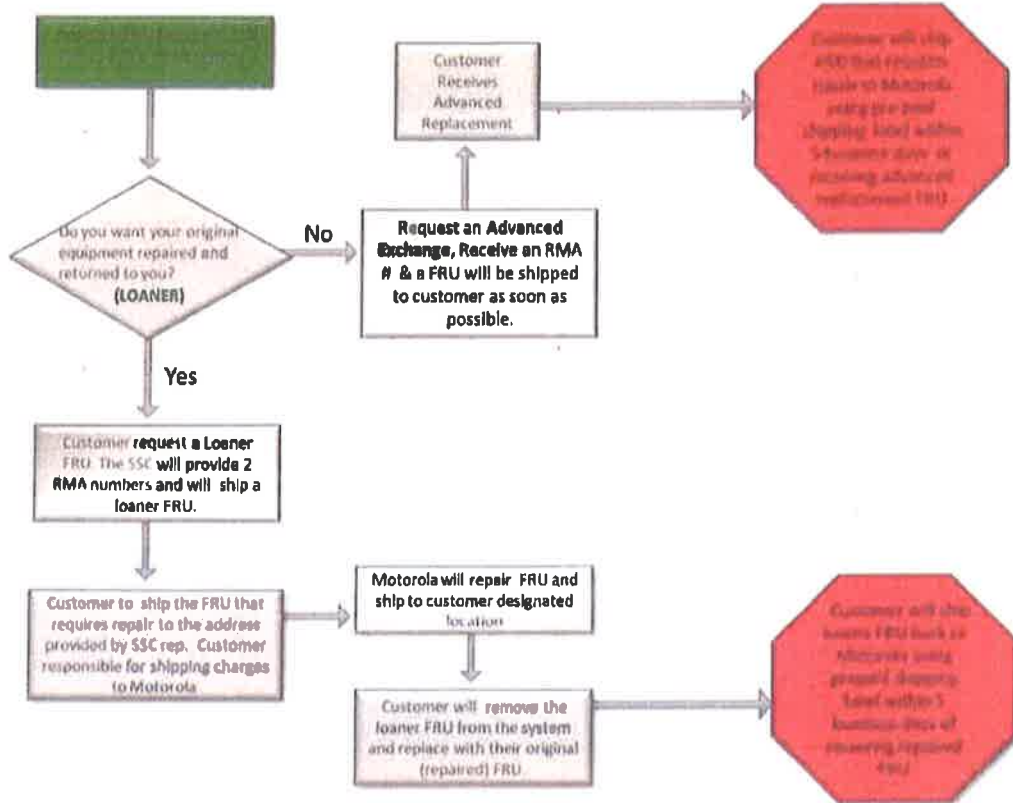
1.6.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.6.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide customer purchase order number to secure payment for any costs described herein.
- 1.6.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Appendix B for shipping charges.
- 1.6.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.
- 1.6.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to ensure proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.
- 1.6.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.
- 1.6.10. Clearly print the return authorization number on the outside of the packaging.
- 1.6.11. Maintain information of software/applications and firmware for re-loading of infrastructure.
- 1.6.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

APPENDIX A

Advanced Exchange or Loaner Decision Process



**APPENDIX B
Shipping Charges**

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers – FedEx and DHL

4.4.5 Cambium Networks



Statement of Work

Cambium Networks Point-to-Multipoint and Point-to-Point Maintenance Services

Overview

Motorola Solutions, Inc's ("Motorola") Wireless Broadband Point-to-Point (PTP) and Point-to-Multipoint (PMP) solutions help municipalities and government agencies of all sizes realize the benefits of high-speed wireless connectivity. Motorola Solutions Inc and Cambium Networks have an agreement to deliver maintenance support to all of Motorola's customers who purchase Point to Point and Multi-Point products. Motorola Solution offers a repair and All Risk Advance Replacement Maintenance Services.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the customer service request to Cambium Networks™ ("Cambium"). Cambium will deliver post warranty or enhanced standard services to Motorola's PMP and PTP customers. These services include technical assistance, repair, and All risk Advanced Replacement Services for Point to Point and Point to Multipoint.

All Risk Advance Replacement Maintenance Services

Motorola offers an All Risk Advance Replacement Service that will enable a customer to receive technical assistance and a replacement unit shipped out to the customer location within one (1) business week. This maintenance service can be bought as an enhancement to the standard warranty or as a post warranty service. This service enables a customer to receive a replacement unit no matter the condition of the unit (lightening, liquid damage, dropped unit, and any other type of damage). All Risk Advance Maintenance services are offered for additional years 1, 2, and 4. The All Risk Advance Replacement Service is only available for the Point to Point products.

Repair Maintenance Service

Motorola offers repair services for the PTP and PMP products. The repair maintenance agreement includes repair for the unit and technical assistance. Repair maintenance services are offered for additional years 1, 2, and 4.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Respond to customer request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number and , MAC Address, customer name, customer contact and site identification
- 2.3 Provide a case number.
- 2.4 Contact Cambium Technical Support and provide them with customer, case number, model, and serial number information. Cambium will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with Cambium Networks
- 2.7 Close the case once the Cambium issue has been resolved.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number, MAC Address, and Site Identification.
- 3.3 Provide a contact name and contact phone number.



4.0 Cambium has the following responsibilities:

- 4.1 Provide repair return authorization numbers to customer.
- 4.2 Provide maintenance services to equipment at anytime because the service coverage is 24X7 including on holidays.
- 4.3 Receive malfunctioning hardware from customer and document its arrival, repair and return.
- 4.4 Perform the following service on Cambium hardware:
 - 4.4.1. Replace malfunctioning components. Cambium will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
 - (1) The unit has been modified or damaged due to improper packaging;
 - (2) If a unit is received for repair and found operable in accordance with current Cambium standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.
- 4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution.
- 4.6 Provide maintenance services according to support coverage and severity levels per table 1 in below chart . Perform services according to Cambium service severities in chart
- 4.7 Contact Motorola System Support Center (SSC) to close the case.

Table 1

Point-to- Point and Point-to-Multipoint Support coverage: 24 x 7, no onsite support in this SOW

	P1	P2	P3	P4
Phone availability	24x7	24x7	24x7	24x7
Support Coverage	24x7	24x7	24x7	24x7

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	A issue that causes a severe or total loss of system core functionality and/or radio coverage	1 hour
2	A issue that causes significant customer or operational impact due a degradation of system core functionality and/or radio coverage	8 Business Hours
3	Any issue which reduces the efficiency core functionality or usability of the system	Next Business Day
4	Issues that fall into this category are: Loss or reduction in functionality that cause no noticeable effect on the user. Cosmetic issues	One business week

4.8 In addition to any exclusions named in Section 4.9 of the Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

- 1. All Infrastructure over seven (7) years from product cancellation date
- 2. Physically damaged Infrastructure
- 3. Third Party Equipment not shipped by Motorola
- 4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
- 5. Test Equipment
- 6. Racks, furniture and cabinets
- 7. Firmware and/or Software upgrades

4.9



Point-to-Point and Point-to-Multipoint Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Access Points	Includes Cambium Networks technologies
Compact Modem Unit	Includes Cambium Networks technologies
Modular Modem Unit	Includes Cambium Networks technologies
Subscriber Module	Includes Cambium Networks technologies
Workstation	Includes Cambium Networks technologies
Integrated Antenna	Includes Cambium Networks technologies
Antennas that are not integrated to the Cambium units	Excludes
Cables, power supplies, wave guides, GPS Sync units and all other accessories for the Cambium technologies	Excludes

4.4.6 ExaCare Essentials

The following notes apply to the attached Service Statement of Work:

- Hindsight Digital Logging Recorder System Extended Warranty for Year 5
- For System Serial Number(s): 1519
- Period of Performance: 7/01/17 – 6/30/18
- Software patches and minor releases are only available with current and up-to-date support contract.
- Pricing is based on the current configuration of the S/Ns covered.

ExaCare Essentials: Includes:

WARRANTY: Standard hardware and software warranty against defects in materials and workmanship when used under normal conditions and consistent with applicable product documentation and subject to other terms in this Service and Support Policy.

REMOTE SUPPORT: Customer will have access to EXACOM Support portal to submit trouble tickets. Tickets will be processed according to EXACOM Support Priority and Response Time policy and EXACOM Support personnel will work toward resolving the Issues. EXACOM Support personnel will provide Tier 2 Support when CUSTOMER is a reseller and Tier 1&2 Support when CUSTOMER is a direct EXACOM customer.

SOFTWARE ASSURANCE: During the term of the maintenance and support agreement, the CUSTOMER is entitled to EXACOM software releases that includes minor updates, fixes, critical patch updates, general maintenance releases and documentation updates (collectively, "Software Updates") along with EXACOM remote support to install appropriate updates. Software Assurance does not include upgrades to new major software releases, features or functionality.

Due to the nature of software, EXACOM does not guarantee the software will perform completely without issue or that EXACOM will fix every issue identified. During the warranty period the liability and obligation of EXACOM will be expressly limited to telephone/email/remote support the replacement or repair of any part or parts of this product or system, unless otherwise stated. This warranty does not apply to the product if it is operated under conditions other than those for which the system was designed. Also, this warranty does not apply if the product has been altered in any way, which would be detrimental to the performance or life of the product, or by misapplication, misuse, negligence, accident, or acts of nature.

REFRESH ADJUSTMENT: CUSTOMER that maintains ongoing paid Service and Support without interruption will be entitled to a discounted system refresh at the end of year 5. If CUSTOMER does not wish to refresh at the end of 5 years, they may continue to purchase and receive the benefits of Essentials but any warranty on hardware will be considered expired. If hardware has a problem, CUSTOMER will have pay additional time and material costs to correct any hardware issue.

ONSITE SUPPORT OPTION: If onsite work is required due to circumstances, EXACOM will travel to location of EXACOM Product to trouble shoot and resolve issues. This effort will be billed at time and material rates where travel will be considered part of materials.

4.4.7 NICE Gold Maintenance (without remote access)

The following notes apply to the attached Service Statement of Work:

- For Serial Number(s): MXQ2020C6R, 31675902, MXQ2190843, 32886501
- High Density Voice Logger removed from contract – end of support: SN 31675901.



Statement of Work

NICE Gold Maintenance without remote access

Overview

Motorola utilizes NICE equipment to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the Customer service request to NICE Systems, Inc. (NICE). NICE will deliver services identified in the NICE Gold Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE IP Logging Equipment integrated within a Motorola network or MCC 7500 console site.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Respond to request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number information, customer name and customer contact.
- 2.3 Provide a case number.
- 2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with agreed upon third party vendor.
- 2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number.
- 3.3 Provide a contact name and contact phone number.

4.0 NICE has the following responsibilities:

- 4.1 Provide repair return authorization numbers to Customer.
- 4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding holidays, and within the normal response times.
- 4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
- 4.4 Perform the following service on NICE hardware:
 - 4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
 - (1) The unit has been modified or damaged due to improper packaging; or
 - (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.



- 4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
- 4.6 On site reporting the NICE service provider (SP) will:
 - 4.6.1. Arrive at the Customer site and go directly to the Customer contact
 - 4.6.2. When SP is ready to leave, notify the Customer contact
 - 4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE
 - 4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues
- 4.7 Provide to the Customer contact within one (1) week of the on site visit a follow-up report on any outstanding issues
- 4.8 Contact Motorola System Support Center to close the case
- 4.9 Perform services according to NICE service priorities

Table 1

This option is available to customers where the location of the equipment is within 4-hour drive time to most major metropolitan areas (identified at the time of purchase).

Support Coverage	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Four (4) hours

Gold Available within a 4 Hour Drive Time	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times*	4 hours	24 hours	48 hours	48 hours

**On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinated to coincide.*

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.



4.10 Software Upgrades- NICE's standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed.

5.0 Ineligible Products-Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE's installation site specifications ("Installation Site Specifications"); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions set forth in Section 7.0 below or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure older than seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

7.0

Data System Infrastructure	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Logging Recorder	Includes NICE IP logging recorders Excludes all other technologies
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Replay Station	Excluded
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded

4.4.8 Motorola System Technologist

MOTOROLA SOLUTIONS, INC.

City of Los Angeles Harbor Department Scope of Work

Motorola System Technologist

This Scope of Work provides a guideline outlining the responsibilities to be performed by the Motorola System Technologist assigned to support the Port of Los Angeles (the Port) and the Motorola Solutions communications network and associated sub-systems and components.

Implementation of an assigned System Technologist concept will deliver the level of service required to assist the Port with the management and support of the Motorola Solutions K-Core and associated systems as described in Attachment-1, (the Motorola Maintenance Agreement).

The inclusion of an assigned System Technologist provides additional support services needed to keep the described systems performing at optimal service levels as well as to provide consultation and support planning for future communications system needs. The System Technologist's ultimate goal is to ensure maximum up-time and utilization of the Motorola systems.

Motorola will provide an assigned System Technologist to the Port for a one (1) year period. This support will be provided by an appropriately skilled employee of Motorola who will reside in the Los Angeles area for the period of performance. The System Technologist will perform the duties as described in this SOW.

The Motorola System Technologist will possess the skills needed to provide consultation, guidance, troubleshooting and support for the optimal operation and maintenance of the Ports' Motorola communication systems as described. This position will assist the Port and the Motorola Field Service maintenance support staff in providing stable and reliable operating conditions for the covered communications systems.

The Motorola System Technologist will take a proactive approach to monitoring of the performance of the Motorola fixed end communications systems described, including troubleshooting and technical analysis of system performance issues and implementation of corrective actions and measures in concert with support from Motorola Field Service Organization, and the Port of Los Angeles' technical staff.

MOTOROLA SOLUTIONS, INC.

Management Support

1. Serve as an oversight Point of Contact for the Motorola Systems covered by the associated Motorola Service Agreement (attached)
2. Assist in scheduling, performing and coordinating service/maintenance activities
3. Document and Report System Issues, maintenance status and System Performance
4. Provide a brief weekly reports to the designated Port representative outlining the system status, actions taken, and planned activities for the coming week(s)
5. Gather and assemble data for System Status reports, including repair case activity
6. Update and support maintenance of the Ports' system documentation
7. Provide regular mutually agreed upon customer meetings regarding system performance and capabilities and/or operational issues
8. Assist with development of, and promote adherence to standard operating procedures and policies associated with communication network based on customer requirements
9. Establish procedures for repair case Dispatch services, notifications, and escalations
 - a. Update records, severity and escalation information
 - b. Provide briefing to the Port staff within 48 hours following restoration of normal operation after any major system failure or service outage

Database Management and Oversight

1. Manage communications systems database updates as applicable and assist the Ports' staff with database management
2. Manage MCC7500 Console database updates and assist the Ports' staff with database management

MOTOROLA SOLUTIONS, INC.

Configuration Management

1. Document configuration requirements
 - a. Technology requirements and capability
 - b. Programming requirements
 - c. Operational requirements
 - d. Special situation reconfiguration requirements
2. Document and maintain system configuration and programming records
3. Add and/or delete site/user information from database
4. Assist the Port staff with Configuration Management

System Repair Case Management

1. Create and maintain trouble tickets for reported system issues
2. Provide assistance to the Port for end-user support of the dispatch equipment and communications described in this and the associated maintenance agreement
3. Provide assistance to the Port for operational processes and procedures

Subscriber Support

At the request of the designated Port representative Motorola will provide the labor services necessary to perform an operational check of mobile and portable equipment identified in the attached subscriber fleet inventory, this service will be conducted during the three regularly scheduled on-site days as stipulated in the System Technologist agreement. No off schedule responses will be made for subscribers.

An operational check is an analysis or triage of the Ports' subscriber radio equipment to identify external or internal defects. Operational checks and triage of the subscriber equipment will be made at a mutually agreed upon time during the three days per week the System Technologist is on site.

If the Equipment has an external defect that after analysis can be resolved in the

MOTOROLA SOLUTIONS, INC.

field without opening the radio case, or by providing additional effort or parts the unit will be returned to service.

If the radio equipment is deemed to have an internal defect, or in Motorola's opinion has a defect that cannot be serviced in the field, or requires opening the radio case that equipment will be delivered to the Posts' designated representative for shipment by the Port to the Motorola Radio Support Center for repair, these repairs or any additional services that are not described in this SOW will be quoted on a case by case, Time and Material basis.

Restorations or repairs to the radios and accessories, or repairs or replacement of antennas, batteries, battery chargers, audio accessories and Preventative Maintenance checks are not provided under this Scope of Work and may be quoted under separate cover on a Time and Material basis.

Motorola has the following responsibilities for Subscriber Support:

1. Services described to be performed at the Port of Los Angeles' facility during the regularly scheduled three day per week visits.
2. Perform an operational check on Equipment to determine the nature of the problem.
3. If necessary remove/reinstall mobile transceiver or control head from/to vehicle as needed for servicing.
4. Initiation of second level repair requests at Motorola-On-Line and tracking of repair cases.
5. Subsequent reprogramming of returned repairs with the appropriate code-plug programming if needed.
6. Activation of subscriber equipment in the System to facilitate use.

The Port has the following responsibilities for Subscriber Support:

1. Package and ship Equipment for repair to the second level Servicer facility
2. Receive repaired returned equipment
3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW

Motorola Responsibilities

The Motorola System Technologist will be equipped by Motorola to properly perform the required level of support. This includes; four- wheel drive vehicle adequate for remote site access, any required diagnostic or repair tools and test equipment, including System Analyzers, Power Meters, computer(s), software and diagnostic software and licenses required to support the Motorola communications systems described.

MOTOROLA SOLUTIONS, INC.

The System Technologist will have the means and methods of quickly contacting engineering and technical support for the Motorola systems.

Hours of Work

The Motorola System Technologist will be provided on mutually agreed upon weekdays, Monday through Friday, three days per week. The typical work hours are 8:00 am and 4:30 pm. The Motorola System Technologist will observe the same holidays observed by the Port of Los Angeles, and holidays observed by Motorola Solutions.

Time and Material Rates for work outside the scope

8:00 am to 4:30 pm, Monday through Friday, except Motorola Holidays:
\$187.50 per hour

After 4:30 pm Monday through Friday and Saturday's:
\$281.25 per hour

Sundays and Holidays:
\$375.00 per hour

All Time and Material work is subject to a four hour minimum charge and availability of personnel to respond.

Exclusions

A Motorola Service Agreement providing for maintenance, repair and restoration services for the Motorola K-Core radio system equipment and associated Motorola supplied system components will be entered into and remain in effect for the duration of this System Technologist agreement. The terms and conditions of that agreement as well as all exclusions contained in that agreement will also apply to this agreement.

The NICE Logging Recorder system, and the Exacom Logging recorder system are not covered by this agreement or the Motorola Service Agreement.

Coverage of any other equipment not part of the K-Core and Motorola supplied radio system is also excluded.

Independent Contractor Status

The position is being provided as a part of the services provided by Motorola to the Port. The described position is a contracted position and nothing in this description shall be interpreted as creating actual or implied employment by the Port.

MOTOROLA SOLUTIONS, INC.

Port of Los Angeles Responsibilities

Provide a designated single point of contact that will coordinate and interface with the Motorola System Technologist.

Provide suitable work space for the staff assigned to this position. The System Technologist will be available to work at contracted Port locations as required. Typical locations will include the designated work space, Dispatch and Remote Mountain Top sites housing the Port's systems and equipment.

Provide free and full access to all system components, communications equipment sites and other locations needed to support the covered communications equipment.

Assist Motorola personnel in obtaining any required access badges or passes. In the event a Port of Los Angeles escort is required to access any location, such escort will be provided to Motorola at no cost.

4.4.9 Subscriber Support Technologist

MOTOROLA SOLUTIONS, INC.

City of Los Angeles Harbor Department Scope of Work

Subscriber Support Technologist

This Scope of Work provides a guideline outlining the responsibilities to be performed by the Motorola Subscriber Support Technologist assigned to support the Port of Los Angeles (the Port) and the Motorola subscriber radios units.

Implementation of an assigned Subscriber Support Technologist concept will deliver the level of service required to assist the Port with the management and support of the Motorola Subscriber Radios as described in the attached inventories.

The inclusion of an assigned Subscriber Support Technologist provides additional support services needed to keep the described subscribers radios and vehicle radio installations performing at optimal service levels.

Motorola will provide an assigned Subscriber Support Technologist to the Port for a one (1) year period. This support will be provided by an appropriately skilled employee of Motorola who will reside in the Southern California Area for the period of performance. The Subscriber Support Technologist will perform the duties as described in this SOW.

The Motorola Subscriber Support Technologist will possess the skills needed to provide the troubleshooting, triage or first echelon repair services in support of the Port's Mobile and Portable Motorola radios, including troubleshooting of vehicle mobile radio installations.

Subscriber Support

At the request of the designated Port representative Motorola will provide the services necessary to perform an in-field operational check of mobile and portable radio equipment identified in the attached mobile and portable subscriber fleet inventories (Exhibit 1 and 2). This service will be conducted during the two mutually agreed upon regularly scheduled eight hour on-site days. No off schedule responses will be made for subscribers.

An operational check is an analysis or triage of the Ports' subscriber radio equipment to identify external or internal defects. Operational checks and triage of the subscriber equipment will be made at a mutually agreed upon time during the two days per week the Subscriber Support Technologist is on-site.

MOTOROLA SOLUTIONS, INC.

If the Equipment has an external defect that after analysis that can be resolved in the field without opening the radio case, or by providing additional effort or parts the unit will be returned to service.

If the radio equipment is deemed to have an internal defect or in Motorola's opinion has a defect that cannot be serviced in the field, or requires opening the radio case that equipment will be shipped to the Motorola Repair Center for second level repair.

Provisioning of any parts needed to support the triage or first echelon repairs as well and any additional services not described in this SOW will be quoted on a case by case, Time and Material basis.

Second level (Repair Center) repairs to the radios and accessories, or repairs or replacement of antennas, batteries, battery chargers, audio accessories, third party equipment and Preventative Maintenance checks are not provided under this Scope of Work.

Motorola Responsibilities

The Motorola Subscriber Support Technologist will be equipped by Motorola to properly perform the required level of support, including any required diagnostic or repair tools and test equipment, including System Analyzers, Power Meters, computer(s), software and diagnostic software and licenses required to support the Motorola communications equipment described.

Subscriber Support Responsibilities:

1. Provide the services described at the Port of Los Angeles' facilities during the regularly scheduled two day per week visits.
2. Perform an operational check on Equipment to determine the nature of the problem.
3. If necessary remove/reinstall mobile transceiver unit or control head from/to vehicle as needed for servicing.
4. Initiate second level repair requests at Motorola-On-Line and provide tracking of repair cases and repair status.
5. Package and ship subscribers radios to the Motorola Repair Center and manage the receipt or repaired units.
6. Subsequent reprogramming of returned repairs with the original code-plug/programming if needed.
7. Coordination with the Motorola System Manager to facilitate reactivation of subscriber equipment in the System to facilitate use.

MOTOROLA SOLUTIONS, INC.

Hours of Work

The Motorola System Technologist will be provided on two mutually agreed upon weekdays, Monday through Friday, two days per week. The typical work hours are 8:00 am and 4:30 pm, but specific hours maybe adjusted by mutual agreement. The Motorola Subscriber Technologist will observe the same holidays observed by the Port of Los Angeles, and holidays observed by Motorola Solutions.

Time and Material Rates for work outside the scope

8:00 am to 4:30 pm, Monday through Friday, except Motorola Holidays:
\$187.50 per hour

Independent Contractor Status

The position is being provided as a part of the services provided by Motorola to the Port. The described position is a contracted position and nothing in this description shall be interpreted as creating actual or implied employment by the Port.

Customer Responsibilities

Provide a designated single point of contact that will coordinate and interface with the Motorola Subscriber Technologist.

Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW

Provide suitable work space(s) for the staff assigned to this position.

Assist Motorola personnel in obtaining any required access badges, passes or clearances. In the event a Port of Los Angeles escort is required to access any location or equipment, such escort will be provided to Motorola at no cost.

SECTION 6

COST (PRICING)

6.1 COST (PRICING)

Due to the upcoming end of support of the current software release of the Motorola radio system, and due to the end of support of the NICE Logging Recorder system, Motorola is only able to respond to the maintenance and support request for the next two years. Likewise, due to the end of support of the Exacom Logging Recorder system, Motorola is only able to respond to the maintenance and support request for one year.

	Annual Maintenance Services	18/19	19/20	20/21
1	Infrastructure Repair w/ Advanced Replacement	\$28,343	\$34,010	TBD
2	Dispatch	\$2,037	\$2,444	TBD
3	Tech Support	\$5,346	\$6,415	TBD
4	Preventative Maintenance	\$6,095	\$7,314	TBD
5	OnSite Infrastructure Response	\$38,547	\$46,256	TBD
6	Cambium Care Prime	\$18,262	\$15,222	TBD
7	*Exacom ExaCare Essentials	\$16,176	TBD	TBD
8	**NICE Gold Maintenance	\$23,253	\$23,949	TBD
9	One Communications System Technician - 20 Hours per Week	\$156,000	\$163,800	TBD
10	Port Pilot Radio System	\$7,200	\$7,416	TBD

6.2 FEE SCHEDULE

	Role	Daily Rate 18/19	Daily Rate 19/20	Daily Rate 20/21
11	System Technician	\$1,200	\$1,260	\$1,323
12	Radio Technician	\$1,200	\$1,260	\$1,323
13	Misc. Materials (as needed)	TBD*	TBD*	TBD*

*Miscellaneous materials will be provided at agreed upon price as needed

MONTHLY SUBCONSULTANT MONITORING REPORT

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

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage SBE VSBE

Proposed Subcontractor Percentage MBE WBE OBE DVBE

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

Directions:

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

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

EXHIBIT D

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to <http://finance.lacity.org/business-tax-information-faq> to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101 (844) 663-4411

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

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

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

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

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

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

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;

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

EXHIBIT F

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

(2) LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

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

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

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **334220**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$__ million.

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

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

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

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

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

The Harbor Department defines a LBE as:

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

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

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

AFFIDAVIT OF COMPANY STATUS

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

Motorola Solutions, Inc.
Name of Firm

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

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

SBE VSBE MBE WBE DVBE OBE

A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.

An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

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

Only one box must be checked:

LBE Non-LBE

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

A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 

Title: Vice President

Printed Name: Travis Boettcher

Date Signed: 7/28/2017

Consultant Description Form

PRIME CONSULTANT:

Contract Title: Port Police Systems Maintenance and Support

Business Name: Motorola Solutions, Inc LABAVN ID#: 2406

Award Total: \$ _____

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

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

Primary NAICS Code: 334220 Average Three Year Gross Revenue: \$ 6 Billion

Address: 725 S. Figueroa Street

City/State/Zip: Los Angeles, CA., 90017

County: Los Angeles

Telephone: (858) 201-1639 FAX: () _____

Contact Person/Title: Tony McIntosh, Account Executive

Email Address: tonymcintosh@motorolasolutions.com

SUBCONSULTANT:

Business Name: _____ LABAVN ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ LABAVN ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

EXHIBIT G

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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