



## AGENDA REPORT

**Meeting Date:** February 3, 2009  
**Item Number:** F-7  
**To:** Honorable Mayor & City Council  
**From:** Noel Marquis, Assistant Director of Administrative Services - Finance  
**Subject:** APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN  
**Attachments:** 1. Agreements (4)

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**Item A** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND **BAUER COMPRESSORS USA, INC.** FOR THE PURCHASE AND INSTALLATION OF AN OXYGEN FILL SYSTEM FOR THE FIRE DEPARTMENT OXYGEN TANKS AND TRAINING OF THE FIRE DEPARTMENT PERSONNEL REGARDING OPERATION OF THE NEW SYSTEM; AND

APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$69,930.85

### RECOMMENDATION

Staff recommends that the City Council approve the agreement between the City of Beverly Hills and Bauer Compressors, Inc. for the purchase and installation of an oxygen fill system for the fire department oxygen tanks and training of the fire department personnel regarding operation of the new system and approval of a purchase order for a total not-to-exceed amount of \$69,930.85.

### INTRODUCTION

Bauer Compressors USA, Inc. is the sole source supplier for OGSi Oxygen Generating Systems in California, Nevada, Oregon, and Washington State. It is also the factory authorized service center for OGSi.

Oxygen Generating Systems International (OGSI) is one of several manufacturers in the US who make Pressure Swing Adsorption (PSA) Oxygen Separators for industrial and/or

medical use. OGSi builds a compact version of the PSA oxygen generator, providing a compact, self-contained system that offers everything needed to produce up to 100 cubic feet per hour of 93% pure, medical grade oxygen.

No other manufacturer makes an equivalent unit that has all of these features, or in this compact size. No other unit meets National Fire Protection Association (NFPA) requirements for Fire Service compressed air tank-fill safety.

### **DISCUSSION**

The current tank filling system in the Department is a "cascade" system that fills bottles from vendor supplied larger sized tanks and is over 30 years old. The new oxygen system, once installed, would be self-contained and independent. No vendor would be needed to buy oxygen from. It would also allow the Fire Department to fill an unlimited amount of portable tanks during a natural or man-made disaster.

The Fire Department's purchase of an Oxygen Generator was approved as a budget enhancement for fiscal year 2008-2009. The installation of a new oxygen fill system will replace the Fire Department's present cascade-type fill station. A one-time training session on its operation will also be conducted in the department.

Currently, the Fire Department spends approximately \$8,000 per year on purchases of oxygen. The potential savings would pay for the system in less than nine years.

### **FISCAL IMPACT**

Funds were budgeted and are available in the EMS Calls for Service/Fire & Other Safety Equipment for this purpose.

**Item B** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND **HANSEN INFORMATION TECHNOLOGIES, INC.**, FOR SERVICES RELATED TO UPGRADE THE CITY'S ASSET AND WORK ORDER MANAGEMENT SYSTEM, INCLUDING PURCHASE OF ADDITIONAL LICENSES AND THE FIRST YEAR OF MAINTENANCE AND SUPPORT; AND

APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$350,000

### **RECOMMENDATION**

Staff recommends that the City Council approve the agreement and a purchase order to Hansen Information Technologies, Inc., for services related to upgrade the City's asset and work order management system, including purchase of additional licenses and the first year of maintenance and support for a total not-to-exceed amount of \$350,000.

### **INTRODUCTION**

As the leading supplier of application software, Hansen Information Technologies facilitates the management of certain operations of the City of Beverly Hills. Presently, the Public Works Department uses the modules in the areas of asset and work

management systems. Shortly, it will expand to Property Management which will use the application to enhance the management of City properties.

### **DISCUSSION**

The agreement provides for installation and configuration services related to upgrading the City's Public Works Work Order and Asset Management system from Version 7 to Version 8. This comprehensive upgrade includes training, purchase of additional required licenses and the first year's support and maintenance fees.

The not-to-exceed total amount of \$350,000 includes- 1) \$266,000 for professional services; 2) \$13,000 for additional licenses; 3) \$41,262 for payment of the first year's annual support fees; and 4) \$29,738 as contingency for additional, but unanticipated expenses related to the completion of the upgrade.

### **FISCAL IMPACT**

Funds were budgeted and are available in the Information Technology CIP budget for the Public Works Asset Management System and the Public Works' budget for Water Asset Management, Parking Asset Management, and Sewer Asset Management Funds for this purpose.

### **Item C           AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GENERAL AUCTION COMPANY FOR AUCTIONEER SERVICES**

### **RECOMMENDATION**

Staff recommends that the City Council approve the agreement between the City of Beverly Hills and General Auction Company for auctioneer services.

### **INTRODUCTION**

General Auction Company is one of the largest auction companies in California that provides public auction services to counties, cities, municipalities, government agencies, utility companies and private industry. They have been conducting auction sales of materials that the City deems appropriate to dispose of.

### **DISCUSSION**

General Auction Company has provided professional auctioneering services to dispose of excess City vehicles, equipment and seized Police property as-needed. They have been servicing the City since 2001 under a three-year agreement, which had been extended twice. Proceeds of the sale, after deducting their fee, is what is remitted to the City.

### **FISCAL IMPACT**

The vendor receives compensation as a percentage of the sale of excess City property which therefore creates no fiscal impact to the City.

**Item D** APPROVAL OF THE SERVICE TERMS AND CONDITIONS AND MOTOROLA SERVICE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND **MOTOROLA, INC.** FOR ANNUAL MAINTENANCE AND SUPPORT FOR PUBLIC SAFETY'S MOTOROLA RADIO SYSTEM; AND

AUTHORIZING A PURCHASE ORDER IN THE NOT TO EXCEED AMOUNT OF \$126,724.60

**RECOMMENDATION**

Staff recommends that the City Council approve the service terms and conditions and Motorola service agreement between the City of Beverly Hills and Motorola, Inc. for annual maintenance and support for public safety's Motorola radio system; and authorizing a purchase order in the not to exceed amount of \$126,724.60.

**INTRODUCTION**

Motorola, Inc. boasts nearly 80 years of experience in the government and public safety market. It continues to develop and improve technology that transforms the way government responds to the community.

**DISCUSSION**

On December 30, 2004, the City contracted with Motorola (Agreement #388-04) to provide a new Public Safety Radio System that would be compliant with the City's Interagency Communications Interoperability System Joint Powers Agreement of 2003 (Agreement #266-03). The resulting Motorola Public Safety Radio System's warranty, not including Change Orders, ended November 2008.

These service terms and conditions and service agreement are for ongoing annual support of that system. The City will be billed annually for support of the radio system components as they exit the warranty period. This is the first year's support, which is prorated for renewal December 1, 2009.

**FISCAL IMPACT**

Funds were budgeted and are available in the Information Technology's Budget for Network and Communications, maintenance and repair non-auto.

**ITEM E** APPROPRIATING FUNDS IN THE AMOUNT OF \$17,000 FOR ELECTRICAL SERVICES AND FOR LIGHTING DESIGN SERVICES FOR PUBLIC ART SCULPTURES

**RECOMMENDATION**

Staff recommends that the City Council move to appropriate funds in the amount of \$17,000 for electrical services and for lighting design services for public art sculptures.

FROM	TO
\$17,000 Fine Art Fund Balance 18-30000	\$17,000 Fine Art Purchases 40180568-85060

**INTRODUCTION**

The City of Beverly Hills has existing contracts with F.I.R.E./L.T.D to provide lighting design services for designated Public Art pieces in Beverly Gardens Park and other City facilities and Sid Balkman Electrical Contractors, Inc. for electrical repair and maintenance for Community Services and Public Works Departments. Their work has been outstanding for the many years they have been with the City.

**DISCUSSION**

The public art sculptures located in Beverly Gardens Park and the Burton Way Median that needs improvement in its lighting conditions are:

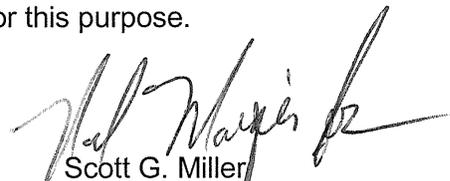
1. *Hymn of Life: Tulips*: enhance existing lighting
2. *The Drummer*: install new lighting (existing fixtures are broken)
3. *Sitting Figure on a Short Bench*: install new lighting
4. *Playground*: new lighting
5. *Sisyphus*: new lighting (sculpture was relocated)

The addition and/or enhancement of lighting to these public art sculptures will provide the public with improved nighttime viewing.

**FISCAL IMPACT**

Funds were budgeted in the Public Art Fund for this purpose.

  
\_\_\_\_\_  
Noel Marquis  
Finance Approval

  
\_\_\_\_\_  
Scott G. Miller  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND BAUER COMPRESSORS USA, INC. FOR THE  
PURCHASE AND INSTALLATION OF AN OXYGEN FILL  
SYSTEM FOR FIRE DEPARTMENT OXYGEN TANKS AND  
TRAINING OF FIRE DEPARTMENT PERSONNEL  
REGARDING OPERATION OF THE NEW SYSTEM

NAME OF CONTRACTOR: Bauer Compressors USA, Inc.

RESPONSIBLE PRINCIPAL  
OF CONTRACTOR: Leslie Rhue

CONTRACTOR'S ADDRESS: 1328 Azalea Garden Road  
Norfolk, VA 23502

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Mark Embrey  
Deputy Fire Chief

COMMENCEMENT DATE: Upon written Notice to Proceed

TERMINATION DATE: October 31, 2009, unless extended pursuant  
to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$70,000, based on the costs  
set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND BAUER COMPRESSORS USA, INC. FOR THE  
PURCHASE AND INSTALLATION OF AN OXYGEN FILL  
SYSTEM FOR FIRE DEPARTMENT OXYGEN TANKS AND  
TRAINING OF FIRE DEPARTMENT PERSONNEL  
REGARDING OPERATION OF THE NEW SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Bauer Compressors, Inc, (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. Responsible Principal.

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 9. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, including liquor liability, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(c) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(d) CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(f) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(i) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit A, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed

the amount which would be paid CONTRACTOR for the full performance of the services required by this Agreement.

Section 12. Notice. Any notice required to be given to CONTRACTOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTOR postage prepaid to the CONTRACTOR's address set forth above or personally delivered to CONTRACTOR at such address or other address specified to CITY in writing by CONTRACTOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONTRACTOR in writing by CITY.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 14. Attorney's Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at Beverly Hills, California.

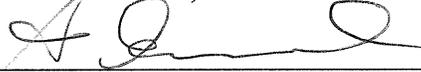
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk  
[Signatures continue]

CONTRACTOR: BAUER  
COMPRESSORS, INC.



JON VON DOBENECK  
President



LESLIE RHUE  
Chief Financial Officer

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM  
City Manager



TIMOTHY SORANTON  
Fire Chief



KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

CONTRACTOR shall install a new oxygen fill system that will replace the present cascade-type fill station. CONTRACTOR shall conduct a one-time training session for Fire Department personnel regarding the new system at a date and time mutually convenient to the parties.

EXHIBIT B-1

RATES or UNIT COSTS

OGSI Model MOGS-100 Oxygen Cylinder Filling Plant Single Phase Electric 220 volts	\$61,000.00
Optional 75 Steel Braided HP Hose w/ CGS 540 Connection	\$737.50
Subtotal	\$61,737.50
Tax (8.25%)	\$5,093.35
Installation/1 day training	\$2,000.00
Freight	\$1,100.00
<b>Total</b>	<b>\$69,930.85</b>

## EXHIBIT B-2

### Schedule of Payment

Upon completion of the services required by this Agreement, CONTRACTOR shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.



**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.**
- B.**
- C.**

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUM	EXPIRATION	B.I.	LIMITS	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>		<i>Sent via insurance broker - a separate certificate of insurance.</i>  <i>Ludvik Khue</i>			

It is hereby understood and agreed that the **City of Beverly Hills** of the City shall be named as joint and several assureds with

officer and employee  
coverage:

It is further agreed that the following indemnity agreement between \_\_\_\_\_ covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS \_\_\_\_\_

: \_\_\_\_\_

\_\_\_\_\_

**FAX COVER PAGE**

**To:** City of Beverly Hills  
3102782449

**From:** Hilb, Rogal and Hobbs  
HRH of Virginia- Norfolk

**Date:** Thu Jan 22 2009 07:28:05 AM MST

**Pages:** 3

**Subject:** Proof of Insurance for Bauer Compressors Inc.

**Message:**  
Proof of Insurance for Bauer Compressors Inc.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/22/2009

PRODUCER Phone: 757-622-4573 Fax: 757-622-4108  
HRH of Virginia- Norfolk  
World Trade Center  
101 West Main Street, Suite 3000  
Norfolk VA 23510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Bauer Compressors Inc.  
Attn: Leslie R Rhue  
1328 Azalea Garden Road  
Norfolk VA 23502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co Pitt	19445
INSURER B: Travelers Indemnity Co of Ame	25658
INSURER C: Nautilus Insurance Co	17370
INSURER D: Travelers Property & Casualty	36161
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK00103514	1/1/2009	1/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Leased	Y8106359B506TIL09	1/1/2009	1/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BE6543742	1/1/2009	1/1/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	YHUB6291B63609 USL&H Included	1/1/2009 1/1/2009	1/1/2010 1/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Beverly Hills and its officers are included as additional insureds with respect to the General Liability.

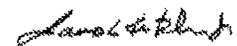
### CERTIFICATE HOLDER

City of Beverly Hills  
Fire Department  
445 N. Rexford Drive  
Beverly Hills CA 90210

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND HANSEN INFORMATION TECHNOLOGIES FOR  
SERVICES RELATED TO UPGRADE OF THE CITY'S ASSET  
AND WORK ORDER MANAGEMENT SYSTEM, INCLUDING  
PURCHASE OF ADDITIONAL LICENSES AND THE FIRST  
YEAR OF MAINTENANCE AND SUPPORT

NAME OF CONSULTANT: Hansen Information Technologies.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Mark Conry, Account Manager

CONSULTANT'S ADDRESS: 13560 Morris Road, Suite 4100  
Alpharetta, GA 30004

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David Schirmer,  
Chief Information Officer

COMMENCEMENT/EFFECTIVE DATE: Upon Written Notice to Proceed:

TERMINATION DATE: Upon Completion as determined by City

CONSIDERATION: Not to exceed \$350,000, including  
\$266,000 for professional services,  
\$13,000 for additional licenses, \$41,262  
for the first year's SMA fees and  
contingency funds in the amount of  
\$29,738, as more fully described in  
Exhibit A and Exhibit B. Total not to  
exceed \$350,000.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND HANSEN INFORMATION TECHNOLOGIES FOR  
SERVICES RELATED TO UPGRADE OF THE CITY'S ASSET  
AND WORK ORDER MANAGEMENT SYSTEM, INCLUDING  
PURCHASE OF ADDITIONAL LICENSES AND THE FIRST  
YEAR OF MAINTENANCE AND SUPPORT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Hansen Information Technologies., (hereinafter called "Hansen").

RECITALS

A. City desires to have certain services provided related to an upgrade of City's asset and work order management system, including the purchase of additional licenses and the first year of maintenance and support. City further desires to hire a contractor to perform the services as described in the Statement of Work, Exhibit A, Software License, Software Support and Software Services Agreements, Exhibit A-1, Exhibit A-2, and Exhibit A-3, respectively, and the Work Order, and Order Forms, Attachments 1, 2 and 3, respectively, attached hereto and incorporated herein by this reference

B. Hansen represents that it is qualified and able to perform the services required by this Agreement in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Hansen's Services. Hansen shall perform the Services as described in the Statement of Work (Exhibit A) (the "Services").

Section 2. Time of Performance. Hansen shall commence the Services upon a written notice to proceed, and shall continue performance until the Services are complete.

Section 3. Compensation. City agrees to compensate Hansen, and Hansen agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit A. Said Consideration shall constitute reimbursement of Hansen's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Hansen said Consideration in accordance with the schedule of payment set forth in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference.

Section 4. Independent Contractor. Hansen is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Hansen or any of Hansen's employees, except as herein set forth. Hansen shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 5. Assignment and Subcontracting. Hansen shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance hereunder, without the prior written approval of City, which approval will not be unreasonably withheld. City shall not assign or attempt to assign any portion of this Agreement.

Section 6. Party Representatives.

(a) Hansen: Responsible Principal. The Responsible Principal set forth above shall serve as principal liaison between City and Hansen.

(b) City Representative. The Chief Information Officer or his designee shall represent City in the implementation of this Agreement.

Section 7. Personnel. Hansen represents that it has, or shall secure at its own expense, all personnel required to perform Hansen's services under this Agreement.

Section 8. Interests of Hansen. Hansen affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Hansen.

Section 9. Insurance.

(a) Hansen shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Hansen.

(b) Hansen shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Hansen in performing the services required by this Agreement.

(c) Hansen agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(d) Hansen shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+; VII in the latest edition of Best's Insurance Guide.

(f) Hansen agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a

reasonable cost, City may take out the necessary insurance and pay, at Hansen's expense, the premium thereon.

(g) At all times during the term of this Agreement, Hansen shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C, attached hereto and incorporated herein, or satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Hansen shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(h) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by Hansen shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Hansen's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. Hansen hereby waives all rights of subrogation against City.

(j) Any deductibles or self-insured retentions must be declared to City. During the period that Hansen is providing Services pursuant to the Statement of Work (Exhibit A), Hansen shall not materially increase the deductibles shown on Hansen's Certificate of Insurance on file with the City absent the City's consent, which shall not be unreasonably withheld.

Section 10. Indemnification. Hansen agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any personal injury or physical property damage caused by any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Hansen, its employees, agents, representatives, and/or subcontractors in the performance of services under this Agreement.

Section 11. Access. Any necessary employees, agents, subcontractors and/or representatives of Hansen shall be given access to the City premises subject to the approval of City and subject to Hansen submitting any reasonable documentation required by City, including but not limited to certificates of insurance required for on-site activities by outside subcontractors.

Section 12. Termination.

(a) City may cancel this Agreement, with or without cause, at any time upon thirty (30) days written notice to Hansen. Hansen agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Hansen, Hansen shall be paid full compensation for all services performed by Hansen, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Hansen shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Hansen for the full performance of the services required by this Agreement. City shall not be reimbursed for license and support fees paid upon execution of the Agreement in the amount of Fifty-Four Thousand Dollars (\$54,000).

(c) Should the terms of the Agreement be breached in any manner, Hansen may, at its option, terminate the Agreement not less than thirty (30) days after written notification is received by City to remedy the violation within the stated time or within any other time period agreed to by the parties in writing. In the event of a breach of the Agreement by City relating to violations of the Confidential Information and Intellectual Property rights provisions of the Agreement, Hansen may terminate the Agreement by giving City five (5) days written notice.

Section 13. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 14. Precedence. In case of a conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence.

Section 15. Entire Agreement. This Agreement represents the entire integrated agreement between City and Hansen, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Hansen.

Section 16. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 17. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT HANSEN  
INFORMATION TECHNOLOGIES

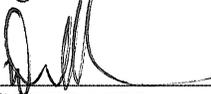
  
\_\_\_\_\_  
BRAD STEINER  
Vice President and Deputy General Counsel

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

  
\_\_\_\_\_  
DAVID GUSTAVSON  
Director of Public Works

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

**EXHIBIT A**  
**STATEMENT OF WORK**  
**BETWEEN HANSEN AND CITY BEVERLY HILLS**

**Exhibit A:  
Statement of Work  
between Hansen  
Information Technologies  
and City of Beverly Hills,  
CA**

Dated: September 29<sup>th</sup>, 2008  
Revision: 4.0

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## 1.0 Executive Summary

The City of Beverly Hills (the "City") purchased Version 7.5 of Hansen Information Technologies ("Hansen") maintenance and work management software in 1997. For various reasons, most of this software was never implemented or fully utilized. Following a requirements analysis effort conducted during the spring of 2006 and subsequent discussions between City and Hansen personnel, the City has chosen to upgrade its existing software to the latest release, Hansen 8.

The City has decided to migrate using the rapid implementation approach, which provides for the duplication of the basic tools and functionality from Version 7 to Hansen 8. Therefore, this project will not include re-engineering of the City's business processes.

This Statement of Work addresses the functionality, approach, and methodology for the implementation of the Hansen solution for the City; from project inception through post production support. Hansen has been chosen by the City to provide the application software and associated professional services for the implementation of the Hansen 8 Migration.

## 2.0 Project Overview

It is the objective of this project to incorporate the City's Hansen Version V7.x data and existing work flows that exist in V7.x into the Hansen 8 solution. The City will be taking the lead in the business analysis to ensure the processes and business rules are approved for how they relate to Hansen software. Hansen will provide guidance to the City during the business analysis to ensure that the appropriate questions and issues have been properly addressed. Hansen will be taking the lead on the data conversion and software migration. Both the City and Hansen will be responsible to test and approve the preliminary conversions and workflow processes to ensure that data integrity is maintained and that specified Version 7.x data is converted to Hansen 8.

### Modules to migrate to Hansen 8

<b>Asset Management</b>
Storm
Street
Water
<b>Work Management</b>
Work Management
<b>WM Add-On's</b>
Inventory Control
<b>GIS</b>
GIS Map Drawer

**New Software Modules to implement in Hansen 8; pursuant to a Software License Agreement executed by the parties herein.**

<b>Asset Management</b>
Plant
Sewer

## 3.0 Project Objective

### 3.1 Implementation Methodology

#### 3.1.1 Project Planning

Hansen, with the assistance of the City, will develop a project plan once the contracts are signed and a PO is issued. This plan will outline and schedule all required project tasks, milestones and deliverables. All project personnel will document and coordinate their activities through the project plan. Progress will be reported to the project manager and evaluated on a monthly basis. If the result of these evaluations causes a change in the project plan that warrants more effort upon Hansen than originally scoped, then these changes to the project plan must be accompanied by a change order request that will need to be completed prior to the project plan adjustments. All change orders will be handled in the manner detailed in the terms of the Agreement and in Section 7.3 below.

#### 3.1.2 Migration of the Database

A first run of the data will be given to the City so that the City can check the data for accuracy, approve the conversion, and use the data for training. This 'first-run' will include a test implementation of the Hansen 8 software modules identified in this SOW, so that the City can review the functionality of the application in concert with the data review. Hansen will complete a maximum of 2 data conversion (test and go live). Hansen and the City will coordinate to determine the best methodology to deploy this test platform at the City's work site. Once approved, a final conversion will be run for the Go-Live of the Hansen 8 solution. Any issues identified by the City must be provided in written form within 10 business days of delivery of the data conversion. No data for Plan or Sewer modules has been scoped or quoted within this SOW. Any additional data conversions or uploads not originally scoped will require a change order.

#### 3.1.3 Hansen's Responsibility

As described above, Hansen will take the lead in the actual data conversion of the Version 7.x table data to Hansen 8. Hansen will create a data conversion control document (DCCD) outlining the mapping of the data from Version 7.x to Hansen 8. After the City signs off, as described in 3.1.4; City's Responsibility section below, on the DCCD, Hansen will deliver a Hansen 8 database and application containing the standard Hansen data with the City customizations. The final conversion will be given during the Go-Live time frame that will be used for Hansen 8 going forward. The Go-Live timeframe will be selected and coordinated in advance to ensure that no data will be lost during the transition.

#### 3.1.4 City's Responsibility

The City needs to review and sign off on the DCCD within 10 business days of delivery of the document to City staff. Failure of the City to accept or reject the document in writing within 10 business days of receipt will result in the document being deemed accepted. The City must fully document all reasons for rejection of the document.

The converted data will be provided to the City for review and acceptance. The converted data must be accepted or rejected within 10 business days of receipt by the City. The City must fully document all reasons for rejection of the converted data. Acceptance will not be unreasonably withheld.

## 3.2 Training Plan

### 3.2.1 Hansen's Responsibility

Hansen will take the leadership role in the design and development of training curriculums by developing a training plan and providing training to the City's identified trainer(s) and/or end users depending upon the methodology scoped with this project. Any additional training not originally scoped will require a change order.

### 3.2.2 City's Responsibility

The City's implementation team for each application will be responsible for coordinating the training programs for their respective user community prior to delivery. Additionally, it is the implementation team's responsibility to coordinate the training sessions amongst the key identified Hansen users by providing a student list for each scheduled training session.

### 3.2.3 Number of Students

The training plan developed by Hansen will address the instructional requirements of the anticipated users for the deployment of applications rolled out in the initial implementation. In the event that this estimate of instructional demand increases significantly from the migration quote, the City will be responsible for procuring supplemental training sessions from Hansen and may require a change order.

### 3.2.4 Training Facilities

It is the City's responsibility to provide adequate training facilities for its staff at a convenient location with a suitable area throughout the duration of each application project. The maximum number of students allowed per training classes shall not be greater than twelve (12) (maximum effective class size indicated by Hansen). There are core implementation team training requirements that fall early in the project, so the facility needs to be set up soon after the project kick-off date. The facility should contain student workstations connected to the City's network, as well as an instructor's workstation. In addition, the facility will contain a digital LCD projector with a 1024 X 768 resolution that is connected to the instructor's workstation, a white board and a networked laser printer. The facility must be made available to the Hansen Instructor at least two (2) days in advance of the scheduled training session for application set up and testing.

### 3.2.5 Basic Computer Training

An understanding of basic computer concepts and mechanics is essential for the successful operation of any modern computerized application. In recognition of the fact that a portion of the City's personnel to be introduced to Hansen software are not computer literate, Hansen recommends supplemental training in advance of any application training performed by Hansen. The City should make a basic computer familiarization course a mandatory requirement of the job for those personnel who are unfamiliar with personal computers or personal data assistants. This service is not provided by Hansen.

### **3.3 Hansen Staffing for Implementation**

The project titles and rolls are the core positions that will be staffed by Hansen to complete the migration project.

### 3.3.1 Project Manager

- Conduct initial project startup meeting with the City's Project Director/Manager and City Core Team.
- Assign Hansen staff.
- Coordinate Hansen's activities with the City's Project Director/Manager during the project duration.
- Participate in project reviews, as requested by the City's Project Director/Manager.
- Primary Hansen contact during the life of this project.
- Track billable services according to budgeted resources.
- Manage the completion of project deliverables according to project schedule.
- Coordinate Hansen services including installation, training, and data conversion.
- Facilitate status meetings with Core Team to discuss progress, issues, and upcoming tasks.
- Maintain and enforce quality assurance procedures and best practices during project lifecycle.
- Submit status reports to City's Project Director/Manager which track group accomplishments, monthly tasks and milestones, issues and key decisions, and schedule update.
- Track project scope changes.
- Maintain issues log and collaborate with the City's Project Director/Manager to resolve project issues.

### 3.3.2 Application Consultant

- Configure detail pages to replicate existing Version 7.x custom tabs
- Create Inspection types based on the City's Version 7.x implemented inspections
- Create workflow to maintain business rules and requirements
- Analyze the City's business requirements in relation to interfaces, conversions and workflow

### 3.3.3 System Instructor

- Organize required meetings with the City's Project Director/Manager to determine the City's training needs.
- Develop a training plan.
- Develop training curriculum based on results of process review and the City's training needs.
- Conduct Hansen training sessions with the City according to established schedule.

### 3.3.4 Technical Consultant

- Primary contact for project data conversions.
- Advise City staff with recommendations for data scrubbing and cleanup.
- Provide conversion approach and run data conversion of Version 7.x to Hansen 8.
- Identify conversion issues.
- Create conversion routines to convert custom tab data.
- Convert Version 7.x interfaces to work with Hansen 8.
- Convert database objects in Version 7.x into workflows in Hansen 8 or other database objects to work with Hansen 8

### 3.3.5 Application Consultant – GIS Specialist

- Setup and Install Hansen 8 Geo Map Drawer with Hansen approved GIS Vendor
- Consult and train end-users on functionality of Geo Map Drawer

### 3.3.6 Installation Consultant

Hansen IT Staff will be available for the software setup and configuration of the new system, including the test implementation. The Hansen team will also be the main contact for the City in defining the hardware/software requirements and testing portions of the project. It is assumed that City staff will provide the appropriate server, City's, network connectivity, and RDBMS licenses for this project. It is also assumed that this will be configured and established to Hansen specifications before Hansen installation. Refer to the Hansen 8 Pre-Installation Checklist Document for the hardware requirements.

## 4.0 Software Modules

This section describes the Hansen 8 software to be implemented under Hansen supervision as part of this project.

### 4.1 Asset Management

#### *Storm Module*

Hansen 8's Storm solution provides tools to effectively manage City's storm collections network. With the Storm solution, City can quickly identify all primary assets including manholes, catch basins, storm inlets, storm mains, and storm channels. City can determine how expensive it was to find or fix a problem by tracking employee costs, and City can issue, track, and assign costs to parts from any number of warehouses as well as generating work orders for preventive and unscheduled maintenance and group projects. In addition, industry specific field and TV inspection functionality adds to Hansen's cradle to grave management of City's storm assets.

#### *Street Module*

Hansen 8's Street solution provides tools to effectively manage City's transportation assets using the segmented model most often used in urban settings. With the Street solution, City can quickly identify all primary assets including street intersections, segments, bridges, sidewalks, signs, lights, trees, and landscape inventories. City can determine how expensive it was to find or fix a problem by tracking employee costs, and City can issue, track, and assign costs to parts from any number of warehouses as well as generating work orders for preventive and unscheduled maintenance and group projects. In addition, industry-specific bridge inspection functionality adds to Hansen's cradle to grave management of City's street assets.

#### *Water Module*

Hansen 8 Water module provides tools to effectively manage any water distribution utility. With the Water product, City can quickly identify all primary assets including valves, hydrants, mains, meters, service connections, and various connectors of various types. City can determine how expensive it was to find or fix a problem by tracking employee costs, and City can issue, track, and assign costs to parts from any number of warehouses as well as generate work orders for preventive and unscheduled maintenance and group projects. In addition, inspections and test functionalities can be created to add to Hansen's cradle to grave management of City's water assets. (Note: costing and work orders requires the Work Management Module)

#### *Sewer Module Software*

Hansen 8 Sewer module provides tools to effectively manage City's sewer collections network. With the Sewer product City can quickly identify all primary assets including manholes, mainlines, lift stations, sewer nodes, and service lines. City can visualize where in the network the asset is found using Hansen's Asset Browser. City can determine how expensive it was to find or fix a problem by tracking employee costs, and City can issue, track, and assign costs to parts from any number of warehouses, as well as generating work orders for preventive and unscheduled maintenance and group projects. (Note: costing and work orders requires the Work Management Module)

## *Plant Module Software*

Hansen 8 Plant module provides tools to effectively manage City's plant infrastructure. With the Plant product, City can quickly identify all primary assets including facilities, equipment, and fluid storage unit inventories. City can visualize where in the network the asset is found using Hansen's Asset Browser. City can determine how expensive it was to find or fix a problem by tracking employee resource usage, and City can issue, track, and assign resource usage to parts from any number of warehouses as well as generating work orders for preventive and unscheduled maintenance and group projects. (Note: resource usage and work orders requires the Work Management Module)

### **4.2 Work Management**

Hansen 8 provides the tools to generate and track work orders for the assets in the City's inventory, from the time the work order is created to the time it is completed. Users can create new work orders on-the-fly as they are required. Alternatively, maintenance schedules can be established for the City's assets which automatically alert employees to perform specific activities at regular or scheduled intervals such as routine inspections.

When an asset requires routine maintenance or stops functioning properly, the City can create a work order that records the type of maintenance or repair work that is necessary, as well as schedule the work order and assign it to an employee. Hansen 8 then assigns a work order number that the City can use to track it through its progress. After the work order is created, the City can use Hansen 8 to record information about the failure experienced by the asset, if one occurred, and the resources used for the repair. The City can also place conditions on the work order that must be satisfied in order for the work order to progress. Groups of work orders can be created for a number of assets that require the same kind of maintenance.

Hansen 8 provides several tools that allow the City to track work orders. The City can use the Work Order lookup to search for work orders based on search criteria entered. Once the City locates the Information it wants, this can be viewed using the Work Order Information Viewer and to update the work order.

### **4.3 Work Management Add-on**

#### *Inventory Control*

Hansen 8 Inventory Control allows you to automatically attach parts used for work or for inspections to a work order and track them. You can produce reports and summaries of where and how you are using your parts. You can even use this advanced component to visualize usage trends and conveniently monitor stock levels for re-order. By integrating this information with your other systems, you can automatically export part usage and resource usage information to your accounting software.

### **4.4 GIS**

#### *GIS Map Drawer*

Hansen 8 Map Drawer was designed to leverage your City's spatial data to improve workflow efficiency and help users make more informed decisions within the Hansen 8 workflow process. Map Drawer is an applet that can be launched at logical places within the Hansen 8 application workflow. The commands and queries are context-based, so that it is relevant to the

task that the user is performing. Map Drawer includes many standard commands and queries out-of-the-box and is application specific and task driven, (e.g. Show Nearby Similar and Unresolved Service Requests on a map from the Submit Service Request page, and set primary location from a map from within the Start Building Permit Application page. Map Drawer is meant to make maps and GIS Information more user friendly and part of the Hansen application workflow. Map Drawer currently integrates ESRI's ArcIMS or Intergraph's WebMap technologies, though Hansen has plans for integrating with ArcGIS Server and Autodesk technologies. Hansen is responsible for configuration and integration of ArcIMS within the Hansen 8 workflow process. Existing V7 process will be followed therefore; Hansen will not be reengineering any processes.

## 5.0 Professional Services and Deliverables

Category Name	Deliverable	Description
5.1 Hansen 8 install & Project Management Services	Hansen 8 software (test and production) pursuant to the Software License Agreement, core team training and weekly status reports	Install the latest released version of Hansen 8 on the approved City network infrastructure and server. Provide Core Team Training. Hansen will allocate a Project Manager (Primary Hansen contact) for the Migration project.
5.2 Business Analysis Services	Interface control document	Analyze existing Version 7.x interfaces and co document
5.3 Data Conversion Services	Converted Data (2 data conversions a test and a final)	Convert existing Hansen data stored in the "standard" Hansen tables as outlined in the Data Conversion Control Document.
5.4 Hansen 8 System Configuration Services	No detail page configuration is included in the scope of this project.	Create Hansen 8 detail pages based on the Version 7.x custom tabs & Version 7.x Inspection types implemented.
5.5 Report Development Support Services	No Crystal Reports are quoted as part of this project	Report writing/re-engineering from Crystal or SQL Reporting Services
5.6 System Interfaces Services (Documentation, Configuration and Implementation of Interfaces)	Re-creation of Interfaces	Third Party Interface Redevelopment from Version 7.x to Hansen 8 as quoted in contract
5.7 GIS Map Drawer Services Setup/Installation/Training	Install GIS	Install GIS Software and configure application.
5.8 Migration Module Training	Hansen 8 Training	Hansen will provide on-site training of the modules that are part of the Hansen 8 Migration
5.9 Assets Training (Plant and Sewer)	Hansen 8 Training	Hansen will provide onsite training of these additional modules as outlined below.
5.10 Hansen 8 Go-Live, Acceptance and Certificate of Completion	Issuance of Certificate of Completion	Hansen will issue a Certificate of Completion to the City.

### 5.1 Hansen 8 Install and Project Management

The purpose of this Task is to commence installation of Hansen 8 at City's site. Hansen will install the Hansen 8 software on the approved network infrastructure provided by the City. When complete, the Hansen 8 software should be available on the internal network and attached to the Hansen 8 database. Any network security needed for standard operations of the Hansen 8 application will also be in place to give access to needed users.

Hansen's onsite representative will work directly with City's network and database administrators to ensure a successful installation. Hansen shall provide at least one (1) technical staff member to perform onsite services until installation is complete.

- **Installation & Configuration of Servers by City:** City will provide Hansen with a specified number of IBM Intel Xeon based servers at City's site. Each server shall be installed and configured with all necessary MS SQL server software, and will attach the Hansen 8 server(s) to the City's SAN infrastructure. Hansen will provide the City with sizing requirements for SAN Disk Allocation.
- **Configuration of Servers by Hansen:** Hansen shall work with City to ensure proper configuration of all application servers.
- **Software Installation and Configuration on Servers by Hansen:** Hansen shall install, configure and test the following software modules on all necessary servers, where applicable.

Hansen will provide Core Team Training to the City's Hansen 8 Migration Project Team and Subject Matter experts. The Core Team training shall provide administrator level training and knowledge transfer related to the overall functionality of Hansen 8. Additionally, Hansen shall provide high level technical training and technical knowledge transfer for staff identified by City, which shall include training required for successful administration and routine maintenance of Hansen 8.

Hansen will provide a Project Manager who will be the primary Hansen contact for the Migration project. The Project Manager will be responsible for the duties described in Section 3.3.1.

<b>Critical Milestone</b>	<b>Deliverable</b>
Hansen 8 Install and Project Management	<p><b><u>Deliverable:</u> Hansen 8 software &amp; preliminary Hansen 8 Database</b></p> <ul style="list-style-type: none"> <li>• The latest released version of Hansen 8 is installed.</li> <li>• The Hansen 8 software is available on the internal network and is attached to the Hansen 8 database.</li> <li>• Network security is in place for standard operations of the Hansen 8 application.</li> </ul> <p><b><u>Deliverable:</u> Project Plan Finalization</b></p> <ul style="list-style-type: none"> <li>• Hansen has provided a Project Manager as the primary Hansen contact for the Migration.</li> <li>• The Project Manager is responsible for the City billing and for the successful deployment of the Migration.</li> <li>• The Project Manager has submitted a Project Plan including a project schedule with dates, dependencies and assigned resources.</li> </ul> <p><b><u>Deliverable:</u> Core Team Training</b></p> <ul style="list-style-type: none"> <li>• Hansen has provided core team</li> </ul>

	<p>training to the extent that the City's Hansen 8 Upgrade Team (i.e. subject matter experts, trainers, etc.) can perform standard operations of the Hansen 8 application.</p> <ul style="list-style-type: none"> <li>As part of the Core Team Training, Hansen shall provide City representatives with standard issued manuals and other documentation needed for effective knowledge transfer regarding Hansen 8 administration and maintenance for City's administrator level users. Standard Training Materials will be used and delivered to the City for the Core Team Training. The City is responsible for printing and distributing training materials to the participants.</li> </ul> <p><b>Deliverable: Weekly Status Reports</b></p> <ul style="list-style-type: none"> <li>The Hansen Project Manager shall provide City with weekly Status Reports detailing the progress of the project, work completed, and milestones reached.</li> </ul>
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## 5.2 Hansen Interface Business Analysis

Hansen will analyze the Version 7.x interfaces and provide a control document for each interface converted to Hansen 8. Please see section 5.6 "System Interface (Configuration of Interfaces)" on system interfaces for more information regarding the recreation of these interfaces.

Critical Milestone	Deliverable
<p><b>Business Analysis:</b></p> <ul style="list-style-type: none"> <li>Assist the City with Business Process Review</li> </ul>	<p><b>Deliverable: Business Process Review</b></p> <ul style="list-style-type: none"> <li>Hansen has provided Business Process Review assistance to analyze existing Version 7.x interfaces.</li> </ul>

## 5.3 Data Conversion

The purpose of this Task is to identify the data that will be converted and included in Hansen 8. The data conversion source is the Hansen v7.7 application and shall include data migration for equipment, facility, hydrant, street segment, storm inlet, storm manhole, storm main, storm node, storm service line, vehicle, water main, water miscellaneous, water meter, water service line, and water valve, as directed by City.

Hansen will run a data conversion of the Version 7.x database into the Hansen 8 data structure. Only Asset data and related history data along with all linked codes and resource Information pertaining to the asset or history records will be transferred to Hansen 8. No custom tables or other standard Hansen v7.x tables will be transferred outside of the asset and history related records. Hansen will provide a DCCD that will detail the mapping between the two databases. Hansen will only undertake a maximum of 2 data conversions. A preliminary run of this data will be done and delivered for the City's approval and End User training before continuing the final conversion to be presented at the go-live. The Hansen 8 application will also be provided concurrent with the data to facilitate the City's review. New Hansen 8 modules such as: "Asset Management-Plant" and "Asset Management-Sewer", have not been scoped to include any configuration or upload of data that may reside outside of the Hansen v7 application. If a data upload is required for Plant or Sewer then a change order will be required to support the effort.

Critical Milestone	Deliverable
Test DB Delivery and Data Conversion document	<p><b><u>Deliverable:</u> Test Hansen 8 Database</b></p> <ul style="list-style-type: none"> <li>• Hansen has converted existing Hansen Data stored in the "standard" Hansen tables as outlined in the Data Conversion Control Document.</li> <li>• Hansen has run a complete data conversion of the Version 7.x database into the Hansen 8 data structure.</li> <li>• A preliminary run of the Version 7.x data conversion has been undertaken and delivered for the City's approval and use for End User training.</li> </ul> <p><b><u>Deliverable:</u> Assets Data Control Document (DCD)</b></p> <ul style="list-style-type: none"> <li>• Hansen has provided a data conversion control document (DCD) that details the mapping between the two databases.</li> </ul>

#### 5.4 Hansen 8 System Configuration

No custom triggers, custom tabs or formula based inspections were identified during Hansen's review of the current Hansen 7.X database. As a result, no Version 7.X workflows or custom workbench tabs are scoped in this project to be reconfigured in Hansen 8. This includes any inspections or logic based on database objects such as triggers.

#### 5.5 Report Development Support

No custom reports have been scoped within the project.

#### 5.6 Hansen Interfaces (Configuration of Interfaces)

The purpose of this Task is to commence configuration of the interfaces with the third party systems.

Technical support is comprised of assistance with the design and development of inbound and outbound interfaces required to implement modules and functionality. Hansen technical consultants shall provide information on the product end of interfaces while City technical personnel shall provide the third party systems information.

Steps and activities include the preparation of high-level documents that cover the purpose and requirements of interfaces identified during Process Sessions and module prototype testing, development of detailed designs, review and approvals of design documents, programming and testing of interfaces.

Hansen will take the leadership role in the planning, analysis, design, development, testing and installation of the interfaces. The Hansen's representative will work directly with City's network and database administrators, as well as City's technical consultants responsible for eFeedback Manager, the OBC, and Pentamation, to ensure a successful configuration and functioning of the System interfaces per the Scope Requirements Documents (SRD). Hansen shall provide at least one (1) technical staff member to perform services until installation is complete.

**Assumptions:**

- Data is available in a consumable format such as: Excel, Access, plain text.
- Data does not require clean up assistance from Hansen
- Previously submitted Data will always be provided to Hansen in the same data format as if was originally submitted.
- All Interfaces are Batch Processed and will not be reengineered beyond the scope of existing functionality.

**Steps:**

- Review Interfaces List.
- Identify Interfaces Requirements.
- Finalize Interface Scope by completion of Functional Testing.
- Prepare Scope Requirement Documents (SRD).
- Review and Approve SRD.
- Develop Interface Programs.
- Develop Interface Control Documents (ICD).
- Test Interface Programs.
- Approve ICD.

The City's Application Support personnel will provide a substantial amount of technical support in the planning, analysis, design, testing, and installation tasks. Additionally, the City's Application Support personnel will be responsible for coordinating the information exchange with other third party solutions that have been deployed.

The City's Application Support personnel will be responsible for providing information about the other side of each interface in the Interface Control Document, such as:

- A map of the placement of incoming data from the intermediary tables into the third party or legacy application data model.
- A map of the placement of outgoing data from the third party or legacy application data model into the intermediary tables.
- A description of the frequency of import and export tasks to support each interface within the third party or legacy application.

- A description of the processing that is to take place upon receipt of imported data by the third party or legacy application, including date validation, exception processing and reporting.

## Interfaces

#	Interface Description	Data Description	Action	Hansen TS Comments	Comment
1.	eFeedback Manager	a. Service Request Date	Interface with the Hansen CRM Module	Nightly Update interface from eFeedback Manager to Hansen CRM module	Access to Service Request Data
2.	OBC	a. Addresses	Interface	Nightly Update interface from OBC ( a file with address key i.e. Street Number, Street Name, Direction, Suffix, City, State, Zip) to be uploaded in Hansen 8 Address Database	Official City addresses maintained by Building and Safety  (On Unix Server with DB2 database)
3.	Pentamation (Finance)	a. Asset Data	Interface	Nightly batch process with a file provided with Hansen 8 Unit ID and Status of Assets to be uploaded by city in Pentamation	Enable an automatic update of asset / property record status for Financial purposes  (An Informix Database, Current main system)
		b. Billing	Interface	Nightly batch program to create File to be uploaded in Pentamation by City from Hansen Work order Cost transaction based upon Work order Activity List(TBD)	Enable the Water Division to directly interface with Finance's billing section for work that requires billing transactions

#	Interface Description	Data Description	Action	Hansen TS Comments	Comment
		c. Employee Name	Interface	Available as workflow on add of Employee Cost on Work Order to Get Employee Rate	Enable access to employee names and labor rates to be entered in work orders

Critical Milestone	Deliverable
<b>Interfaces:</b> <ul style="list-style-type: none"> <li>Analyze Version 7.x Interfaces</li> <li>Interface documentation</li> <li>Convert Version 7.x Interfaces to Hansen 8</li> </ul> City - perform testing	<b>Deliverable: Analyze Version 7.x Interfaces</b> <ul style="list-style-type: none"> <li>Hansen – Public Sector has analyzed the Version 7.x interfaces and provided a control document for each interface</li> </ul> <b>Deliverable: Interface documentation</b> <ul style="list-style-type: none"> <li>Scope Requirement Documents (SRD)</li> <li>Interface Control Documents (ICD)</li> </ul> <b>Deliverable: Convert Version 7.x Interfaces to Hansen 8</b> <ul style="list-style-type: none"> <li>Hansen – Public Sector has re-written the interfaces to work in the Hansen 8 schema/application.</li> </ul> <b>Deliverable: City - perform testing</b> <ul style="list-style-type: none"> <li>The City has tested each interface and confirmed that they function correctly.</li> </ul>

### 5.7 GIS Setup and Installation

Hansen will install, customize, configure and test the "GIS Map Drawer" software modules on all necessary servers to ensure connectivity and fully operational interaction between the Hansen database and the City's existing ESRI GIS application and to ensure successful map display, including configuration.

Critical Milestone	Deliverable
<b>GIS setup:</b> <ul style="list-style-type: none"> <li>GIS Installation and Set-up</li> </ul>	<b>Deliverable: GIS Installation and Set-up</b> <ul style="list-style-type: none"> <li>Hansen has installed the GIS product purchased by the City (Map Drawer).</li> </ul>

## 5.8 Hansen 8 Migration Module Training

Hansen has quoted 19 days of on-site training for the existing Hansen v7 modules the City of Beverly Hills currently utilizes. This typically consists of the following courses: 4 days of core team administrator level training and 12 days (three 4-day classes) of end-user training. The City can modify the approach within the training days specified in the contract to customize more appropriately.

The purpose of this Task is to train City users on the final product prior to acceptance of the System. City has identified up to thirty (30) users to be trained. Hansen shall conduct at least two (2) user training sessions which shall not be less than one (1) day or eight (8) hours each, and which shall consist of hands-on training on daily use of the System.

Critical Milestone	Deliverable
<b>Hansen 8 Training</b> <ul style="list-style-type: none"> <li>• Create Training Plan</li> <li>• Perform Training</li> </ul>	<b>Deliverable: Hansen 8 Training</b> <ul style="list-style-type: none"> <li>• Hansen will develop a Training Plan as a result of meetings with the City's Project Manager to determine the City's training needs. The Training Plan includes a training curriculum based on results of process review and the City's training needs.</li> <li>• Training</li> <li>• Training Materials - As part of user training, Hansen shall provide department users with any and standard issued user manuals and/or other documentation needed for effective knowledge transfer regarding System use.</li> </ul>

## 5.9 New Hansen 8 Module Training (Plant, Sewer)

Hansen will provide training to support the new modules being implemented into Hansen 8. The City has requested training for the Sewer and Plant modules. Hansen will provide 7 days of Sewer and Plant module related services.

## 5.10 User Acceptance Testing (UAT) and Hansen 8.X Go-Live Support

The completion of the User Acceptance Testing (UAT) Plan ensures that data integrity is maintained and that all Version 7.x data is accurately converted to Hansen 8.

Hansen will provide 3 days of post go-live support

Critical Milestone	Deliverable
City - User Acceptance Testing (UAT) <ul style="list-style-type: none"> <li>• Develop a Test Plan</li> <li>• Convert data for UAT</li> <li>• Execute the User Acceptance Test Plan</li> </ul>	<b>Deliverable: UAT Test Plan and Execution</b> <ul style="list-style-type: none"> <li>• A Test Plan has been developed which outlines the testing steps and expected results so that the City and Hansen can confirm that the conversion, interfaces and system</li> </ul>

<p><b>Hansen 8 Go-Live:</b></p> <ul style="list-style-type: none"> <li>• Stop further City use of the Hansen Version 7.x database</li> <li>• Deliver final Hansen Version 7.x database to Hansen</li> <li>• Install final Hansen 8 solution including database</li> <li>• Go-Live with Hansen 8; Onsite Go-Live support</li> </ul>	<p>integrity have been properly implemented.</p> <ul style="list-style-type: none"> <li>• The City will be responsible for developing the Test Plan. Hansen will provide support the development of the Test Plan.</li> <li>• The City has successfully executed the UAT Plan. The completion of the UAT Plan ensures that data integrity is maintained and that all Version 7.x data is accurately converted to Hansen 8.</li> </ul> <p><b><u>Deliverable: Install final Hansen 8 solution including database</u></b></p> <ul style="list-style-type: none"> <li>• Hansen has converted existing Hansen Data stored in the "standard" Hansen tables as outlined in the Data Conversion Control Document.</li> <li>• Hansen has run a complete data conversion of the Version 7.x database into the Hansen 8 data structure and therefore the final Hansen 8 solution is delivered for the City's approval and use for Go-Live.</li> </ul> <p><b><u>Deliverable: Go-Live with Hansen 8</u></b></p> <ul style="list-style-type: none"> <li>• The Hansen 8 system successfully started live operation.</li> <li>• Hansen has provided onsite Go-Live support to City staff based on the remaining time allotted in the quote "3 days".</li> <li>• Certificate of Completion - Upon completion of all aspects of this project, including all training and fine-tuning of the System, Hansen shall issue a Certificate of Completion to City.</li> </ul>
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## 6.0 Deliverable Acceptance and Payment Milestones

The following are the critical project milestones along with payment amounts associated with each.

Critical Milestone	Schedule	Payment Due
<b>Month 1</b>		
Installation of Hansen 8 at City site	Week 1	\$9,000
Project Management – Kick-off and Project Plan Finalization	Week 1	\$12,000
Core Team Training	Week 2	\$7,500
Expenses		\$4,500
<b>Total Payment for Month 1 (not including the SMA amount)</b>		<b>\$33,000</b>
<b>Month 2</b>		
Deliver Data Control Document (DCD)	Week 6	\$7,500
Deliver Test Data Conversion	Week 6	\$7,500
Project Management	Week 8	\$9,000
Deliver Interface SRD – Comcate	Week 8	\$7,500
Deliver Interface SRD – OBC	Week 8	\$7,500
Deliver Interface SRD – Pentamation	Week 8	\$12,000
Expenses		\$3,000
<b>Total Payment for Month 2</b>		<b>\$54,000</b>
<b>Month 3</b>		
Project Management	Week 12	\$6,000
Deliver Interface ICD – Comcate	Week 12	\$6,000
Deliver Interface ICD – OBC	Week 12	\$6,000
Deliver Interface ICD – Pentamation	Week 12	\$10,500
Expenses		\$1,500
<b>Total Payment for Month 3</b>		<b>\$30,000</b>
<b>Month 4</b>		
Project Management	Week 16	\$4,500
Deliver Interface Comcate	Week 16	\$7,500
Expenses		\$1,500
<b>Total Payment for Month 4</b>		<b>\$13,500</b>

Critical Milestone	Schedule	Payment Due
<b>Month 5</b>		
GIS Setup	Week 18	\$12,000
End User Training	Week 19	\$27,000
Project Management	Week 20	\$9,000
Deliver Interface OBC	Week 20	\$4,500
Deliver Interface Pentamation	Week 20	\$36,000
Expenses		\$7,500
<b>Total Payment for Month 5</b>		<b>\$96,000</b>
<b>Month 6</b>		
Deliver Final Data Conversion	Week 21	\$7,500
Post Go-Live Support	Week 21	\$6,000
Project Management	Week 21	\$10,500
Expenses		\$3,000
<b>Total Payment for Month 6</b>		<b>\$27,000</b>
<b>Hansen 8 Migration Project Total</b>		<b>\$253,500</b>
<b>New Hansen 8 Module Professional Services</b>		
Plant and Sewer Training	Week 21	\$10,500
Expenses		\$2,000
<b>New Module Training Costs Total</b>		<b>\$12,500</b>
<b>Total Professional Services Project Costs</b>		<b>\$266,000</b>

At the completion of each deliverable, a Deliverable Review will be conducted with the City Project Manager and the Hansen Project Manager to review and accept the deliverables based on acceptance criteria mutually agreed upon by the City and Hansen. These acceptance criteria will be established during Project Initiation in the Project Plan.

### 6.1 Deliverable Acceptance

Hansen Deliverables will require sign off by the City Project Manager. The City Project Manager will approve or disapprove each deliverable within two (2) business days of notification of it being delivered, unless mutually agreed upon by the City and Hansen. If upon review, the City Project Manager determines the deliverable to be completed and acceptable, and notifies the Hansen Project Manager in writing, the deliverable will be deemed accepted.

If the deliverable is not completed or acceptable, the City will document in writing any material nonconformity in the functionality and performance of the Hansen deliverable. Hansen will promptly correct all material non-conformities and re-submit the Hansen deliverable for acceptance, which will recommence these acceptance procedures.

If no notification of acceptance or rejection is provided by the City Project Manager within 2 business days, the deliverable will be deemed accepted.

## 6.2 Payment Milestones

Acceptance for deliverables within a Payment Milestone constitutes acceptance and authorization for payment of that milestone. Hansen will present City with an invoice for a Payment Milestone upon acceptance of the final Hansen deliverable related to that Payment Milestone.

## 6.3 Issue Resolution

Throughout the course of the project, there will be many decisions to be made and issues requiring resolution. To ensure the on time delivery of every component of this project, it is imperative that decisions are made promptly and issues are resolved quickly. A separate Issue Resolution Plan will be developed for this project and will become a part of the overall Project Plan. Hansen and City shall mutually agree upon the Issue Resolution Process and Procedures.

## 7.0 Subsidiary Management Plans

### 7.1 Communication Management Plan

A brief plan created by the team to indicate their agreement on how they will communicate important Information among themselves and to other stakeholders during the project-status, meetings, issues, deliverables access, and design and document reviews. Successful projects involve significant amounts of Information exchange and collaboration among various team members. A communication plan is used to help the team think through what kind of communication mechanisms they will need for effective interaction and ultimately a successful project. It helps establish the expectation of proactive communication between team members.

Who	What	When	How
Hansen Project Manager	Monthly Status Reports from Hansen Team	Last Monday of Month	Email
Hansen Project Manager	Travel Requests from Hansen Team	When need identified	Email
Hansen Project Manager	Issues from Hansen Team	When schedule or project cost impacted	Email
City Project Manager	Monthly Status Reports from Hansen	5 Business Days after last Monday of Month	Email
Hansen Project Manager	Resource Issues from City that effect line items on a rolling basis one month out	When Identified	Email
Technical Contact/ Hansen Team	List of technical issue that need resolved	When Identified	Email

Legend:

Who - the person(s) that will receive the communication (e.g. stakeholder or group of stakeholders)

What - the content that will be communicated (i.e., Status Report, Stoplight report, issues list, risk report, etc.)

When - how often the Information will be communicated (i.e., daily, weekly, monthly, etc.)

How - the delivery mechanism (i.e., email, intranet, meeting, etc.)

**7.2 Issues Management Plan**

An issues log is a tool / technique used to track, manage and communicate project issues and identified risks to the PM's. The rationale for an issues log is to provide a vehicle to capture the details of identified problems. Note that testing problems should be tracked in a testing problem log with the exception of significant problems such as those that could impact the project schedule.

Date Opened/By	Priority	Issue	Steps to resolve	Solution	Assigned To	Target Resolution Date	Actual Resolution Date

Priority Samples

- Green – issue must be addressed, but is not currently hindering the project from moving forward.
- Yellow – issue is critical, and must be addressed immediately or the project will halt.
- Red – project is halted, issue resolution is needed to proceed.

**7.3 Change Management Plan**

The Change Control Request (CCR) form will be used to track all changes and deviations from the original schedule and agreed upon requirements regardless of impact to scope, schedule or cost. All change requests will be recorded by the Hansen Project Director in a Change Request Management Log.

Requests that do not impact the schedule and do not require rework of code such as a text change or verbiage on a screen, will be recorded and require the minimum signatures as mandatory on the CCR form (Hansen Project Manager).

Requests that are made due to technical discovery, such as a process turning out to be more complex than originally scoped, or restrictions due to existing programs that were not originally exposed will require full sizing of cost and schedule impact. These requests will have to be approved by the City Project Director/Manager and will need to follow the City's change order procedures as detailed in the Agreement.

Slippage in dates, from either under scoping, resource complications, or change in priorities will all be captured on the CCR form, and require written approval from the City Project Director/Manager.

All cost changes will be presented and require written approval from the City Project Director/Manager and any other City approvals as detailed in the Agreement.

All changes will be reported in the Change Request Log to the City Project Director/Manager.

Hansen will not proceed with any work that requires a CCR without the prior written approval from the City Project Director/Manager. Hansen will not proceed with any work that requires a cost change without prior written approval from the City Project Director/Manager, and sign off of any change orders and/or change purchase order requests.

#### 7.4 Risk Management Plan

The following matrix will be used to log and manage Risk. Risk analysis will occur throughout the life of the project. Any items that are reported as a risk will be reviewed by the key team members to determine if it is an issue or risk, what the impact is and the mitigating measure to be taken. A responsible party will also be assigned to manage the risk.

<i>Risk No.</i>	<i>Date Logged</i>	<i>Risk</i>	<i>Impact(s)</i>	<i>Mitigating/Contingency Measures</i>	<i>Responsible Party</i>	<i>Impact Probability</i>

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## EXHIBIT A-1

### SOFTWARE LICENSE AGREEMENT

#### SOFTWARE LICENSE AGREEMENT

AGREEMENT NUMBER: \_\_\_\_\_ \*\*\*\*NON-STANDARD AGREEMENT\*\*\*\*

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made between Hansen Information Technologies, an Infor company ("Infor") and City of Beverly Hills, CA ("Licensee") as of the Effective Date. The parties agree as follows:

#### 1. Definitions.

(a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "**Component System**" means any one of the computer software programs which is identified in the applicable Order Form as a Component System. "**Component Systems**" refers, collectively, to every Component System listed in the applicable Order Form between the parties.

(c) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, the Component Systems, all software provided with the Component Systems and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(d) "**Delivery Address**" means the Licensee shipping address set forth in the applicable Order Form as the Delivery Address.

(e) "**Delivery Date**" means, for each Component System, the earliest of (a) the date that Infor places the Component System with a shipping agent, F.O.B. Shipping Point, for shipment to the Delivery Address or such other address Licensee specifies, (b) the date Infor provides Licensee electronic access to the Component System by, for example, providing Licensee a URL, where the Component System is available for immediate electronic download along with access codes permitting download and access to the Component System, or (c) the date that Licensee actually receives the Component System.

(f) "**Discloser**" means the party providing Confidential Information hereunder.

(g) "**Documentation**" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of a Component System.

(h) "**Documented Defect**" means a material deviation between the then-current, general release version of the Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.

(i) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.

(j) "**Equipment**" mean the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Order Form, or, in the absence of any such specification in the Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Component System.

(k) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(l) "**Licensee Employees**" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved in writing by Infor, and who, prior to obtaining access to the Component Systems, have executed an Infor-approved non-disclosure agreement and paid any applicable fees.

(m) "**Marketing Associate**" means a third party entity specified on an Order Form which has an agreement with Infor authorizing such third party to market the Component Systems and related services, maintenance and support to Licensee.

(n) "**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.

(o) "**Order Form**" means each order form or similar ordering document (including all Software Supplements) between the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Component Systems, associated fees and User Restrictions, among other terms.

(p) "**Order Form Date**" means the date identified on the applicable Order Form as the Order Form Date.

(q) "**Recipient**" means the party receiving Confidential Information hereunder.

(r) "**Software Supplement**" means, with respect to a Component System, the addendum attached to the applicable Order Form that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement or the applicable Order Form, the terms of the Software Supplement will control.

(s) "**Source Code**" means computer programs written in higher-level programming languages and readable by humans.

(t) "**Support Agreement**" means the Software Support Agreement entered into between the parties as of the Effective Date.

(u) "**Third Party Licensor**" means a third party whose software products ("**Third Party Products**") have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a "**Third Party Agreement**").

(v) "**User Restriction**" means any Component System user restriction identified in an Order Form (for example, and without limitation, number of named or concurrent users).

**2. Right to Grant License and Ownership.** Infor has the right to grant Licensee this license to use the Component Systems. Infor either owns all right, title and interest to, or has the right to license, the Component Systems.

**\*\*NON-STANDARD\*\* 3. License.** Subject to the terms and conditions of this Agreement and the applicable Order Form (including, without limitation, with respect to termination), Infor grants Licensee a perpetual (unless otherwise specified on the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the Component Systems (including any updates, enhancements or modifications to such Component Systems that Infor provides under the Support Agreement) on the Equipment for Licensee's own, internal computing operations. The computer readable media containing the Component Systems may also contain software programs for which Licensee is not granted a license for use. Licensee may not make any use of any such software programs for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved. Licensee also has the right to use the Component Systems, in Object Code form temporarily on the Equipment, for disaster recovery of Licensee's computer operations (i.e., loaded on a separate, non-production, off-powered server. This right is conditioned upon Licensee paying any applicable fee associated therewith.

(a) **Documentation.** Except as otherwise provided in the applicable Software Supplement, Licensee may make a reasonable number of copies of the Documentation for

each Component System for its internal use in accordance with the terms of this Agreement.

(b) **Additional Restrictions on Use of the Component Systems.** Licensee's use of the Component Systems is subject to any User Restrictions specified in the applicable Order Form. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Component Systems. Licensee is prohibited from using the Component Systems to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Component Systems to be used by, or disclose all or any part of the Component Systems to, any person except Licensee Employees. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Component Systems and Licensee will neither export or re-export, directly or indirectly, the Component Systems, nor any direct product thereof in violation of such laws, or use the Component Systems for any purpose prohibited by such laws. Licensee acknowledges that a special security program or code ("Key") may be required to operate the Component System. Any such Key may prevent the Component System from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of users specified in an Order Form.

(c) **Intellectual Property Rights Notices.** Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Infor otherwise provides with the Component Systems. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Component Systems.

(d) **Notice.** To use any of the Component Systems, Licensee may also need to obtain, install and maintain Infor-supported versions of certain software products, database software products and certain software/hardware peripherals. By this notice, Infor is advising Licensee that Licensee should request information about such necessary software products, database software products and software/hardware peripherals.

(e) **Source Code.** Unless otherwise explicitly provided in an Order Form, Licensee has no license to access or use, or any other rights in or to, the Source Code for a particular Component System. If the Order Form grants Licensee a license to use Source Code for a particular Component System, then Licensee has the limited right to use such Source Code to modify such Component System for its own, internal computing operations. Subject to the foregoing, Licensee will not disclose all or any part of the Source Code for a Component System to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement. Infor will own all right, title and interest to all derivative works of the Component System ("**Derivative Works**"), even if solely created by Licensee pursuant to a license to use Source Code hereunder. Licensee hereby assigns to Infor absolutely all of its rights, title and interest in and to any Derivative Works created by the Licensee together with all Intellectual Property Rights therein.

Subject to the terms and conditions of this Agreement, Infor grants Licensee (if licensed to use Source Code hereunder) a perpetual (unless otherwise specified in the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Derivative Works created by Licensee or created by Infor at Licensee's request and payment, for Licensee's own, internal computing operations. Upon Infor's request, Licensee will provide Infor with a copy (including all documentation related thereto) of all Derivative Works created by Licensee and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

**4. Delivery.** Except as otherwise provided in the applicable Order Form, the Delivery Date shall not be later than thirty (30) days after the Order Form Date.

**\*\*NON-STANDARD\*\* 5. Payment and Taxes.**

(a) Payment. Licensee will pay Infor all license fees (as specified on an Order Form) within thirty (30) days of the Order Form Date. Payments that are made more than sixty (60) days after such Order Form Date are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(b) Taxes and Shipping Charges. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) and shipping charges relating to this Agreement, the Component Systems, any services provided and payments made under this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement and any Order Form. Infor will invoice Licensee for applicable tax and shipping amounts and such invoices are due upon Licensee's receipt thereof.

**6. Limited Warranty, Disclaimer of Warranty and Remedies.**

(a) Limited Software Warranty by Infor and Remedy For Breach. Infor warrants that each Component System licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Infor is unable to repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Section

15 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section 6(a) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranties. Licensee must provide notice to Infor of any warranty claim within the warranty period.

(b) Disclaimer of Warranty. The limited warranties in this Section 6 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.**

(c) Abrogation of Limited Warranty. Infor will have no obligation under this Section 6 to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) Licensee's failure to promptly implement changes that Infor provides to correct or improve the Component System; or (iii) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 6(a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section 6(a) shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 6 AND 15 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT.**

(e) HIGH RISK ACTIVITIES. **THE COMPONENT SYSTEMS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS**

**ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE COMPONENT SYSTEMS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE COMPONENT SYSTEMS IN SUCH APPLICATIONS.**

**7. Confidential Information.** Except as otherwise permissible under this License Agreement, and to the extent permissible by law, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Component Systems and any software programs provided with the Component Systems, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Component Systems and any software programs provided with the Component Systems, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity.

**8. Indemnity by Infor.** Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third party claim that the Component System infringes any copyright of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Component System; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Component System is, or in Infor's opinion is likely to become, the subject of a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to

Infor for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that Licensee has returned or destroyed and discontinued its use of such Component System. Notwithstanding anything to the contrary herein, to the extent that a third party claim of copyright infringement concerns a Third Party Product that is subject to a more limited indemnification protection under a Third Party Agreement than specified herein, Infor's obligations hereunder will be further limited accordingly. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

#### **9. Term and Termination.**

(a) **Right of Termination.** If either party materially breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay license fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement (including all Order Forms hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement (including all Order Forms hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) **Effect of Termination.** Upon termination of this Agreement by either party, Licensee will discontinue further use of the Component Systems, and will promptly return to Infor or (at Infor's request) destroy all copies of the Component Systems, and will certify to Infor in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party under the terms of this Agreement.

(c) **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Agreement.

(d) **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to either party pursuing any other remedies available to it.

**10. Notices.** All notices and other communications required or permitted under this Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention:

General Counsel, 13560 Morris Road, Suite 4100, Alpharetta, GA 30004, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

**11. Force Majeure.** Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

**12. Assignment.** Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Agreement, "assignment" shall include use of the Component Systems for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

**13. No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

**14. Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of California, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

**15. LIMITATIONS OF LIABILITY.**

**(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE COMPONENT SYSTEMS, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY.**

**(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT**

**(INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**16. Compliance With Laws.** Licensee will comply with all laws, rules and regulations applicable to the use of the Component Systems.

**17. Audit Rights.** Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form(s). Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any six (6) month period. If an audit reveals that Licensee is using a Component System beyond the scope of the license granted herein (such as for example, for a number of users greater than those that Licensee licensed pursuant to this Agreement), then, in addition to any other remedies available to Infor, Licensee will promptly reimburse Infor for the cost of such audit and pay Infor the underpaid license fees therefore and associated fees for Support (as defined in the Support Agreement), based on Infor's then-current list rates, as well as any applicable late charges.

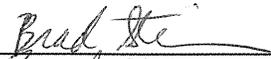
**18. Miscellaneous.** Infor shall be permitted to reference this Agreement in one or more press releases; otherwise, no public statements concerning the existence or terms of this Agreement will be made or released to any medium except with the prior approval of both parties or as required by law. Infor and Licensee are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Infor is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, & 60-741.5 are herein incorporated by reference.

**19. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and terminates all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document that may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: \_\_\_\_\_

**Hansen Information Technologies, an  
Infor company**

Signature:   
Printed Name: Brad Steiner  
Title: VP and Deputy General Counsel  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: 1/13/09

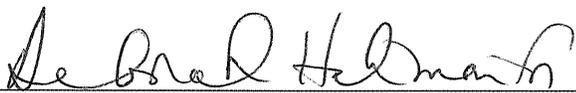
**LICENSEE: City of Beverly Hills, CA**

Signature: \_\_\_\_\_  
Printed Name: BARRY BRUCKER  
Title: MAYOR OF THE CITY OF BEVERLY HILLS  
Address: 455 North Rexford Drive  
Address: Beverly Hills, California 90210  
Signature Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(SEAL)  
**BYRON POPE**  
City Clerk

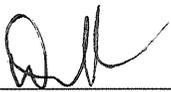
APPROVED AS TO FORM:

  
**LAURENCE S. WIENER**  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
**RODERICK J. WOOD, CCM**  
City Manager

  
**DAVID D. GUSTAVSON**  
Director of Public Works & Transportation

  
**DAVID SCHIRMER**  
Chief Information Officer

  
**KARL KIRKMAN**  
Risk Manager

## EXHIBIT A-2

### SOFTWARE SUPPORT AGREEMENT

#### SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER:

\*\*\*\*NON-STANDARD AGREEMENT\*\*\*\*

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between Hansen Information Technologies, an Infor company ("Infor") and City of Beverly Hills, CA ("Licensee") as of the Effective Date. The parties agree as follows:

1. **Incorporation By Reference.** Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law, Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

#### 2. **Additional Definitions.**

(a) "**Contract Period**" means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.

(b) "**Initial Term**" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

(c) "**Renewal Period**" means, as applicable, each successive twelve-month period following the Initial Term.

(d) "**License Agreement**" means the Software License Agreement entered into between the parties as of the Effective Date.

#### 3. **Services.**

(a) **Types of Services.** Subject to Licensee paying the applicable fee for Support hereunder for a particular Component System, Infor shall (a) provide Licensee with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (b) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (c) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support").

(b) **Third Party Products.** With respect to Third Party Products, Infor's provision of Support will be limited to providing Licensee with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) **Restrictions.** Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or

systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, Licensee agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto.

#### \*\*NON-STANDARD\*\* 4. **Payment and Taxes.**

(a) **Support Fees.** For annual Support of the Component Systems specified on an Order Form, Licensee will pay Infor the Support Fee specified in the Order Form, which will be subject to successive increases on an annual basis (starting with the first Renewal Period) not to exceed the "Annual Escalation Percentage Cap" (as specified in the Order Form). If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable.

(b) **Taxes.** Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Support Agreement or the services or payments provided for hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Support Agreement or the applicable Order Form. Infor will invoice Licensee for any applicable tax amounts.

(c) **Invoices and Late Charges.** Licensee will pay each Infor invoice for annual Support, and each Infor invoice for expenses approved by Licensee, within thirty (30) days of the date of such invoice. Payments that are made more than sixty (60) days after such invoice date are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

\*\*NON-STANDARD\*\*5. **Term.** With respect to each Component System specified on an Order Form, the term of this Support Agreement shall begin on the Order Form Date and end on the last day of the Initial Term, and renew upon mutual written agreement of the parties and payment of the applicable fee prior to the commencement of any renewal period.

6. **Disclaimer of Warranties.** Licensee acknowledges and agrees that **INFOR MAKES NO WARRANTIES**

WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, INFOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.

7. **Termination.** If either party materially breaches any material obligation in this Support Agreement (including, without limitation, any obligation to pay fees hereunder), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Support Agreement. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement on less than thirty days' written notice. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies hereunder. Termination of this Support Agreement shall also terminate all Order Forms hereunder but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant to the License Agreement unless such licenses are terminated pursuant to the terms of the License Agreement. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

8. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH SUPPORT**

OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR SUPPORT FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

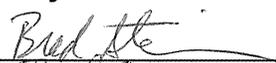
(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. **Entire Agreement.** This Support Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Support Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Support Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

THE PARTIES have executed this Support Agreement through the signatures of their respective authorized representatives.

Effective Date: \_\_\_\_\_

**Hansen Information Technologies, an Infor company**

Signature:   
Printed Name: Brad Steiner  
Title: VP and Deputy General Counsel  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: 1/13/09

**LICENSEE: City of Beverly Hills, CA**

Signature: \_\_\_\_\_  
Printed Name: BARRY BRUCKER  
Title: MAYOR OF THE CITY OF BEVERLY HILLS  
Address: 455 North Rexford Drive  
Address: Beverly Hills, California 90210  
Signature Date: \_\_\_\_\_

[Signatures

continue]

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

APPROVED AS TO FORM:

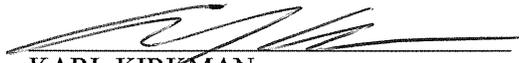
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A-3

### SERVICES AGREEMENT

### SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the "Services Agreement") is made between Hansen Information Technologies, an Infor company ("Infor") and City of Beverly Hills, CA ("Licensee") as of the Effective Date. The parties agree as follows:

#### 1. Definitions.

(a) "Affiliate" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "Confidential Information" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) "Discloser" means the party providing Confidential Information to the Recipient.

(d) "Effective Date" means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) "Equipment" means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) "Intellectual Property Rights" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(g) "Licensed Software" means the computer software programs licensed by Infor or its Affiliate to Licensee.

(h) "Recipient" means the party receiving Confidential Information of the Discloser.

(i) "Residual Knowledge" means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(j) "Services" means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) "Work Order" has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

#### 2. Services.

(a) Work Orders. Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a "Work Order"). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. At Licensee's request, the Work Order may include an estimate of charges for the Services, but such estimate shall not be binding on Infor or convert the Work Order into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Infor's current rates applicable to Licensee (i.e., the rates applicable to Licensee as of the effective date of the Work Order) for the resources specified; and (iii) to the extent that Infor raises the rates charged for Services during the course of a project, Licensee shall be required to pay Infor at the increased rates. Infor is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if Infor performs Services at the direction of Licensee and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Infor's then-current rates for such Services shall apply. Infor may provide Services through its third-party contractors ("Contractors"), but, in all such cases, Infor will remain subject to the obligations hereunder.

(b) Conditions On Providing Services. Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("Work Product"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.

### 3. Payment and Taxes.

(a) Payment. Licensee will pay each Infor invoice for services and expenses under the Statement of Work (Exhibit A) in accordance with Payment terms of the Statement of Work and applicable Schedule of Payment (Exhibit B). Licensee will pay invoices for other expenses approved by the City within thirty (30) days of the date of such invoice.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Services Agreement, and any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Work Order. In each instance, Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof.

### 4. Limited Warranty and Disclaimer of Warranties.

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY**

**DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

(c) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

5. Confidential Information. Except as otherwise permissible under this Services Agreement and to the extent permissible by law, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Services Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

### 6. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Services Agreement (including all Work Orders hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Services Agreement (including all Work Orders hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the other party under the terms of this Services Agreement for all Services rendered through the effective date of such termination.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Services Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

**7. Notices.** All notices and other communications required or permitted under this Services Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Services Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of this Services Agreement to Infor, Attention: General Counsel, 13560 Morris Road, Suite 4100, Alpharetta, GA, 30004, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

**8. Force Majeure.** Except with respect to the payment of fees under this Services Agreement or a Work Order, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

**9. Assignment.** Licensee may not assign or transfer any of its rights or obligations under this Services Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Services Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

**10. No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Services Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

**11. Choice of Law; Severability.** This Services Agreement will be governed by and construed under the laws of the State of California, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

## **12. LIMITATIONS OF LIABILITY.**

**(a) LIMITED LIABILITY OF INFOR.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER.

**(b) EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Compliance With Laws.** Licensee will comply with all laws, rules and regulations applicable to the use of the Services and the Work Product.

**14. Non-Solicitation of Employees.** During the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly worked on the Services project at Licensee's location (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

**15. Entire Agreement.** This Services Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Services Agreement does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Services Agreement and all Work Orders may be signed in counterparts.

THE PARTIES have executed this Services Agreement through the signatures of their respective authorized representatives.

Effective Date: \_\_\_\_\_

**Hansen Information Technologies, an  
Infor company**

Signature: Brad Steiner  
Printed Name: Brad Steiner  
Title: Vp and Deputy General Counsel  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: 1/13/09

**LICENSEE: City of Beverly Hills, CA**

Signature: \_\_\_\_\_  
Printed Name: BARRY BRUCKER  
Title: MAYOR OF THE CITY OF BEVERLY HILLS  
Address: 455 North Rexford Drive  
Address: Beverly Hills, California 90210  
Signature Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

APPROVED AS TO FORM:

Laurence S. Wiener  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

David D. Gustavson  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

David Schirmer  
DAVID SCHIRMER  
Chief Information Officer

Karl Kirkman  
KARL KIRKMAN  
Risk Manager

## **EXHIBIT B**

### **SCHEDULE OF PAYMENT**

City shall pay Consultant compensation in an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00), including Two Hundred Sixty-Six Thousand Dollars (\$266,000) for professional services, Forty-One Thousand Two Hundred Sixty-Two Dollars (\$41,262) for the first year's SMA, Thirteen Thousand Dollars (\$13,000) for additional licenses, and contingency funds in the amount of Twenty-Nine Thousand Seven Hundred Thirty-Eight Dollars (\$29,738). Payments shall be made to Consultant in accordance with Exhibit A, the Services Work Order, attached hereto as Attachment 1, the Order Forms, attached hereto as Attachments 2 and 3, and as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement, including applicable taxes and contingency fees. Any additional services shall require a duly authorized change order, signed by the parties prior to commencement of such services. Contingency funds shall not exceed Twenty-Nine Thousand Seven Hundred Thirty Eight Dollars (\$29,738). In no event shall the total amount for services performed under this Agreement exceed Three Hundred Fifty Thousand Dollars (\$350,000). Consultant shall invoice City and City shall pay Consultant for Software and Hardware in accordance with the schedule described in Exhibit A.

Upon acceptance of the final Hansen deliverable for a Payment Milestone in accordance with Exhibit A, Consultant shall submit an invoice to City for that Payment Milestone. City shall pay such invoice within thirty (30) days of invoice date.

# ATTACHMENT 1 TO EXHIBIT B

## SERVICES WORK ORDER

This Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement between Hansen Information Technologies, an Infor company ("Infor") and City of Beverly Hills, CA ("Licensee") with an Effective Date of \_\_\_\_\_ (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective date of this Work Order: \_\_\_\_\_

Work Order Number: BHC.SVC.0001

Prepared By: Samantha Shaw

Approved By: Tom Callison/Bill Hughes

<b>Project Name:</b>	Hansen 8 Migration
<b>Objective:</b>	<p>Licensee is currently a Hansen Version 7.x client who wishes to migrate to Hansen 8. Licensee has decided to migrate using the Rapid Implementation approach, which provides for the duplication of the basic tools and functionality agencies have in Version 7 to Hansen 8. Therefore, this project will not include re-engineering of Licensee's business processes.</p> <p>It is the objective of this project to incorporate Licensee's Hansen Version 7.x data and existing work flows into the Hansen 8 solution. Licensee will be taking the lead in the business analysis to ensure the processes and business rules are approved for how they relate to Hansen software. Infor will provide guidance to Licensee during the business analysis to ensure that the appropriate questions and issues have been properly addressed. Infor will be taking the lead on the data conversion and software migration. Both Licensee and Infor will be responsible to test and approve the preliminary conversions and workflow processes to ensure that data integrity is maintained and that all Version 7.x data is converted to Hansen 8.</p>
<b>Project Scope</b>	
As attached Statement of Work: Exhibit A : Statement of Work Between Hansen Information Technologies and the City of Beverly Hills, CA	
<b>Project Deliverables</b>	
As attached Statement of Work: Exhibit A : Statement of Work Between Hansen Information Technologies and the City of Beverly Hills, CA	
<b>Project Assumptions</b>	
As attached Statement of Work: Exhibit A : Statement of Work Between Hansen Information Technologies and the City of Beverly Hills, CA	
<b>Project Exclusions</b>	
As attached Statement of Work: Exhibit A : Statement of Work Between Hansen Information Technologies and the City of Beverly Hills, CA	
Exhibit A : Statement of Work Between Hansen Information Technologies and the City of Beverly Hills, CA	
As attached Statement of Work: Exhibit A : Statement of Work Between Hansen Information Technologies and the City of Beverly Hills, CA	
<b>Licensee Responsibilities</b>	
As attached Statement of Work: Exhibit A : Statement of Work Between Hansen Information Technologies and the City of Beverly Hills, CA	

Services Fee					
a)	Activity/Task	Resource/	[Hours/Days]	[Hourly/Daily] Rate (US\$)	Fixed Fee (US\$)
	Hansen 8 Migration and Plant and Sewer Services				\$243,000.
	Fixed Expenses and Travel Time				\$23,000.
	<b>Total</b>				<b>\$266,000.00</b>

Any additional services provided by Infor will be charged at standard time and material rates. This includes services approved through Change Control and other service requests made by Licensee that are not included in the scope of this Work Order. All services and expenses are provided on a fixed fee basis and are billed per the Milestone Payment Schedule below.

**LOCATIONS:** Services may be provided at the facilities of Infor or its Contractors, or at the Licensee sites listed below. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

**PAYMENT:** Infor will invoice Licensee for all services and applicable charges per the Work Order and Statement of Work. Licensee will pay each Infor invoice within thirty (30) days of the date of invoice.

**MILESTONE PAYMENT SCHEDULE:** The following are the critical project milestones along with payment amounts associated with each.

Critical Milestone	Schedule	Payment Due
<b>Month 1</b>		
Installation of Hansen 8 at City site	Week 1	\$9,000
Project Management – Kick-off and Project Plan Finalization	Week 1	\$12,000
Core Team Training	Week 2	\$7,500
Expenses		\$4,500
<b>Total Services Payment for Month 1</b>		<b>\$33,000</b>
<b>Month 2</b>		
Deliver Data Control Document (DCD)	Week 6	\$7,500
Deliver Test Data Conversion	Week 6	\$7,500
Project Management	Week 8	\$9,000
Deliver Interface SRD – Comcate	Week 8	\$7,500
Deliver Interface SRD – OBC	Week 8	\$7,500
Deliver Interface SRD – Pentamation	Week 8	\$12,000
Expenses		\$3,000
<b>Total Services Payment for Month 2</b>		<b>\$54,000</b>
<b>Month 3</b>		
Project Management	Week 12	\$6,000
Deliver Interface ICD – Comcate	Week 12	\$6,000
Deliver Interface ICD – OBC	Week 12	\$6,000
Deliver Interface ICD – Pentamation	Week 12	\$10,500
Expenses		\$1,500
<b>Total Services Payment for Month 3</b>		<b>\$30,000</b>
<b>Month 4</b>		
Project Management	Week 16	\$4,500
Deliver Interface Comcate	Week 16	\$7,500
Expenses		\$1,500
<b>Total Services Payment for Month 4</b>		<b>\$13,500</b>
Critical Milestone	Schedule	Payment Due
<b>Month 5</b>		
GIS Setup	Week 18	\$12,000
End User Training	Week 19	\$27,000
Project Management	Week 20	\$9,000
Deliver Interface OBC	Week 20	\$4,500
Deliver Interface Pentamation	Week 20	\$36,000
Expenses		\$7,500
<b>Total Services Payment for Month 5</b>		<b>\$96,000</b>
<b>Month 6</b>		
Deliver Final Data Conversion	Week 21	\$7,500
Post Go-Live Support	Week 21	\$6,000
Project Management	Week 21	\$10,500
Expenses		\$3,000
<b>Total Services Payment for Month 6</b>		<b>\$27,000</b>
<b>Hansen 8 Migration Project Total</b>		<b>\$253,500</b>
<b>New Hansen 8 Module Professional Services</b>		
Plant and Sewer Training	Week 21	\$10,500
Expenses		\$2,000
<b>New Module Training Costs Total</b>		<b>\$12,500</b>
<b>Total Professional Services Project Costs</b>		<b>\$266,000</b>

THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

**HANSEN INFORMATION TECHNOLOGIES, an Infor company**

**LICENSEE: CITY OF BEVERLY HILLS, CA**

Signature: Brad Steiner  
Printed Name: Brad Steiner  
Title: VP and Deputy General Counsel  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: 1/13/09

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(SEAL)  
**BYRON POPE**  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Laurence S. Wiener  
**LAURENCE S. WIENER**  
City Attorney

Roderick J. Wood, CCM  
**RODERICK J. WOOD, CCM**  
City Manager

David D. Gustavson  
**DAVID D. GUSTAVSON**  
Director of Public Works & Transportation

David Schirmer  
**DAVID SCHIRMER**  
Chief Information Officer

Karl Kirkman  
**KARL KIRKMAN**  
Risk Manager

**Licensee Contact Information:**

Contact Person: J. Nicole McClinton  
Contact Person Address: 455 N. Rexford Drive, Beverly Hills, California 90210  
Contact Person Phone Number: (310) 285-2597  
Contact Person Fax Number: (310)246-1567  
Contact Person Email: nmccolinton@beverlyhills.org

**Licensee Site Addresses:**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

<b>SERVICES ENGAGEMENT SETUP - INTERNAL USE ONLY</b>	
<b>Engagement Manager:</b>	
<b>Time Approver:</b>	<b>Alternate Approver:</b>
<b>Item Class:</b>	<b>Product:</b>

## ATTACHMENT 2 TO EXHIBIT B

### ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between Hansen Information Technologies, an Infor company and City of Beverly Hills, CA (“Licensee”) with an Effective Date of \_\_\_\_\_ (the “Agreement”). As it relates to Support services specified herein, this Order Form is subject to the terms of the Software Support Agreement between Infor and Licensee with an Effective Date of \_\_\_\_\_ (the Agreement and the Software Support Agreement collectively, the “Agreements”). All terms of the Agreements are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreements. In the event of a conflict, the terms of this Order Form control over the terms of the Agreements.

If this Order Form is subject to the terms of a version of the Software Support Agreement entitled “Software Maintenance & Support Agreement,” then, as used therein, “Contract Year” means each successive one-year period commencing from the Order Form Date; and as used in this Order Form, “Support” means “Maintenance & Support” and “Support Fee” means “Payment Amount.”

Effective date of this Order Form: \_\_\_\_\_ (the “Order Form Date”)

#### I. Component Systems

	Part # (if applicable)	Component System	User Restriction*		Support Add-on**	License Fee
			Quantity	Type		
1	H7AP-01	Hansen 7.x – Plant	2	Concurrent Users		Included
2	H7AS-01	Hansen 7.x – Sewer	2	Concurrent Users		Included
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
<b>Total License Fee: \$13,000.00</b>						

\* If specified in the User Restriction field: “Level Tier” allows use of the Component System on the Equipment without limitation as to the number of individual users gaining access to the Component System; “Named Users” allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; “Concurrent Users” allows access to the Component System up to the stated maximum number of individual concurrent users who are simultaneously logged on to the Component System at any given point in time, irrespective as to whether or not any such user is actually using resources related to the Component System. The Licensee agrees to assign to each Named or Concurrent User a unique identification

profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

\*\* Selected option in addition to standard Support.

**II. Support Services**

**Support Fee: \$0.00**

**Annual Escalation Percentage Cap:** 6% or the then-current Consumer Price Index, whichever is greater

**Initial Term of Support:**

**Fee for Initial Term of Support\*\*\*:**

**\$0.00**

\*\*\* If the Initial Term is less than or more than 12 months, the Fee for Initial Term of Support represents a proportional amount of the Support Fee based on the anticipated Order Form Date. This fee may vary based on the actual Order Form Date.

**Other Fees:** \_\_\_\_\_

**Total Amount Due (before applicable taxes):**

**\$13,000.00**

Payment is due within 15 days of Order Form Date.

All amounts are in US Dollars unless otherwise specified.

**Currency:** United States Dollars

**Equipment:**

-Computer Platform: N/A Model: N/A  
- Operating System: N/A DBMS: N/A  
- Location: N/A  
- Serial Number: N/A

**Licensee Account ID:** \_\_\_\_\_

**Sales Rep ID:** \_\_\_\_\_

**Sales Rep Name:** Mark Conry

**Delivery Address:**

455 N. Rexford Drive  
Beverly Hills, California 90210

- Contact Name: J. Nicole McClinton  
- Contact Title:  
- Contact Phone: 310-285-2597  
- Contact email: nmccclinton@beverlyhills.org

Delivery is FOB Shipping Point.

**Invoice Address:**  
(if blank, the Delivery Address shall be used for Invoicing):

- Contact Name:  
- Contact Title:  
- Contact Phone:  
- Contact email:

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

**Hansen Information Technologies, an Infor company**

For:

Brad Steiner  
Signature  
Brad Steiner  
Typed or Printed Name  
VP and Deputy General Counsel 11/13/09  
Title Date

For: **City of Beverly Hills, CA**

(Legal Name of LICENSEE)

David Schirmer  
Signature  
David Schirmer  
Typed or Printed Name  
CIO \_\_\_\_\_  
Title Date

## ATTACHMENT 3 TO EXHIBIT B

### ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between Hansen Information Technologies, an Infor company and City of Beverly Hills, CA (“Licensee”) with an Effective Date of \_\_\_\_\_ (the “Agreement”). As it relates to Support services specified herein, this Order Form is subject to the terms of the Software Support Agreement between Infor and Licensee with an Effective Date of \_\_\_\_\_ (the Agreement and the Software Support Agreement collectively, the “Agreements”). All terms of the Agreements are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreements. In the event of a conflict, the terms of this Order Form control over the terms of the Agreements.

If this Order Form is subject to the terms of a version of the Software Support Agreement entitled “Software Maintenance & Support Agreement,” then, as used therein, “Contract Year” means each successive one-year period commencing from the Order Form Date; and as used in this Order Form, “Support” means “Maintenance & Support” and “Support Fee” means “Payment Amount.”

Effective date of this Order Form: \_\_\_\_\_ (the “Order Form Date”)

#### **I. Component Systems**

	Part # (if applicable)	Component System	User Restriction*		Support Add-on**	License Fee
			Quantity	Type		
1	H8AP	Hansen 8 – Plant	5	Named Users		Included
2	H8AS	Hansen 8 – Sewer	5	Named Users		Included
3	H8WM	Hansen 8 – Work Management	34	Named Users		Included
4	H8AT	Hansen 8 – Storm	8	Named Users		Included
5	H8AE	Hansen 8 – Street	9	Named Users		Included
6	H8AW	Hansen 8 - Water	8	Named Users		Included
7	H8AIC	Hansen 8 - Inventory Control	34	Named Users		Included
8	H8AA	Hansen 8 - Asset Analysis	20	Named Users		Included
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
<b>Total License Fee: \$0.00</b>						

\* If specified in the User Restriction field: “Level Tier” allows use of the Component System on the Equipment without limitation as to the number of individual users gaining access to the Component System; “Named Users” allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; “Concurrent Users” allows access to the Component System up to the stated maximum number of individual concurrent users who are simultaneously logged on to the Component System at any given point in time, irrespective as to whether or not any such user is actually using resources related to the Component System. The Licensee agrees to assign to each Named or Concurrent User a unique identification

profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

\*\* Selected option in addition to standard Support.

**II. Support Services**

**Support Fee: \$41,262.00**

**Annual Escalation Percentage Cap:** 6% or the then-current Consumer Price Index, whichever is greater

**Initial Term of Support: Order Form Date through one year from Order Form Date**  
**Fee for Initial Term of Support\*\*\*: \_\_\_\_\_**

**\$41,262.00**

\*\*\* If the Initial Term is less than or more than 12 months, the Fee for Initial Term of Support represents a proportional amount of the Support Fee based on the anticipated Order Form Date. This fee may vary based on the actual Order Form Date.

**Other Fees:** \_\_\_\_\_

**Total Amount Due (before applicable taxes): \$41,262.00**

Payment is due within 15 days of Order Form Date.

All amounts are in US Dollars unless otherwise specified.

**Currency:** United States  
Dollars

**Equipment:**

- Computer Platform: N/A Model: N/A
- Operating System: N/A DBMS: N/A
- Location: N/A
- Serial Number: N/A

**Licensee Account ID:** \_\_\_\_\_

**Sales Rep ID:** \_\_\_\_\_

**Sales Rep Name:** Mark Conroy

**Delivery Address:**

455 N. Rexford Drive  
Beverly Hills, California 90210

- Contact Name: J. Nicole McClinton
- Contact Title:
- Contact Phone: 310-285-2597
- Contact email: nmccinton@beverlyhills.org

Delivery is FOB Shipping Point.

**Invoice Address:**  
**(if blank, the Delivery Address shall be used for Invoicing):**

- Contact Name:
- Contact Title:
- Contact Phone:
- Contact email:

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: **Hansen Information Technologies, an Infor company**

For: **City of Beverly Hills, CA**  
(Legal Name of LICENSEE)

Brad Steiner  
Signature  
Brad Steiner  
Typed or Printed Name  
VP and Deputy General Counsel 11/13/09  
Title Date

David Schirmer  
Signature  
David Schirmer  
Typed or Printed Name  
CIO \_\_\_\_\_  
Title Date



## EXHIBIT C CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>GENERAL LIABILITY</b> <input type="checkbox"/> <b>PRODUCTS/COMPLETED OPERATIONS</b> <input type="checkbox"/> <b>BLANKET CONTRACTUAL</b> <input type="checkbox"/> <b>CONTRACTOR'S PROTECTIVE</b> <input type="checkbox"/> <b>PERSONAL INJURY</b> <input type="checkbox"/> <b>EXCESS LIABILITY</b> <input type="checkbox"/> <b>WORKERS' COMPENSATION</b> <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Hansen agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Hansen while engaged by Hansen in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
GENERAL AUCTION COMPANY FOR AUCTIONEER SERVICES

NAME OF VENDOR: General Auction Company

RESPONSIBLE PRINCIPAL OF VENDOR: James Stewart, President

VENDOR'S ADDRESS: General Auction Company  
7015 Knott Ave.  
Buena Park, California 90620  
Attention: James Stewart, President

CITY'S ADDRESS: City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, CA 90210  
Attention: Scott G. Miller,  
Director of Administrative Services/Chief  
Financial Officer

COMMENCEMENT DATE: November 1, 2008

TERMINATION DATE: June 30, 2010, unless extended pursuant to  
Section 2

CONSIDERATION: Not to exceed the amount set forth in CITY  
purchase orders and based on the rates set  
forth in Exhibit B, attached hereto and  
incorporated herein

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
GENERAL AUCTION COMPANY FOR AUCTIONEER SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills, hereinafter referred to as "CITY" and General Auction Company, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. CITY desires to sell, through a professional auctioneer, equipment, vehicles, personal property, supplies and other items ("CITY Property").
- B. CITY desires to contract with a company to provide those auctioneer services.
- C. CONTRACTOR represents that it has the qualifications to provide such services.

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Scope of Services

(a) CONTRACTOR agrees to provide auctioneer services for the sale of CITY property as described in Exhibit A, attached hereto and incorporated herein to the full satisfaction of CITY.

(b) CONTRACTOR shall process all documents required to be executed with respect to the sale of CITY property, including documents relating to title at the time of the auction.

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above, unless extended in writing by the City Manager or his designee for two additional one year periods.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above.

Section 4. Payments and Invoices

(a) CONTRACTOR shall within fourteen (14) days of each sale of CITY Property submit in person or by certified mail (postage prepaid), a certified written itemized statement of the results of the sale and a check for the proceeds of the sale, deducting the CONTRACTOR's fee. The statement shall include a list of all vehicles, equipment or other CITY Property sold, the sale price of each item, the names and addresses of the buyers, and the CONTRACTOR's fee for each item.

(b) If mailed, payment to CITY shall be addressed to:

City of Beverly Hills  
Purchasing Division  
455 North Rexford Drive  
Beverly Hills, California 90210  
Attn: Purchasing Division

Section 5. Records

(a) CONTRACTOR shall maintain records and books in a manner approved by CITY for the keeping of such records during the term of this Agreement and for three (3) years after the completion of this Agreement and its extensions if there shall be any.

(b) Such records shall be available at CONTRACTOR's office for review during normal operating hours and CONTRACTOR shall permit the authorized representatives of CITY, the County, the State or the Federal government to audit all data and records of the CONTRACTOR relating to the performance of this Agreement.

Section 6. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 7. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the CITY.

Section 8. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 9. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement. CONTRACTOR may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance. CONTRACTOR shall obtain, provide, and maintain during the term of this Agreement the following types and amounts of insurance which shall be maintained with insurers licensed and admitted to sell insurance in the State of California and having a B+ or higher rating in the latest edition of Best's Insurance Guide, subject to approval of the City's Risk Manager and City Attorney:

(a) Commercial General Liability. A policy of Commercial General Liability Insurance covering bodily injury, personal injury, and commercial property damage in the amount of a combined single limit of not less than Two Million Dollars (\$2,000,000), per occurrence.

(b) Property Insurance. A policy of all risk coverage insuring all CITY Property which is in the possession of CONTRACTOR pursuant to this Agreement in an amount not less than the actual cash value of such CITY Property. CITY shall be named as a loss payee.

(c) Worker's Compensation. A policy of Worker's Compensation Insurance coverage in accordance with State worker's compensation laws and a policy of Employers Liability Insurance coverage of not less than One Million Dollars (\$1,000,000) per accident.

(d) Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance covering bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) and uninsured motorist coverage at the statutory minimum. CONTRACTOR shall insure all CITY vehicles in CONTRACTOR's possession against risk of physical damage in an amount equal to the replacement cost of each vehicle. CONTRACTOR shall indemnify CITY against any loss the CITY may incur by reason of physical damage to such vehicles.

(e) CONTRACTOR shall maintain on file with the City Clerk current and valid certificates of insurance, including appropriate endorsements, in the form attached hereto and incorporated herein by this reference as Exhibit C. Certificates shall be filed and must be approved by the CITY prior to execution of this Agreement.

(f) Said policies of insurance shall be primary to and not contributing with any other insurance maintained by CITY or CONTRACTOR, and shall name the CITY and its officers, agents and employees as an additional insured. The policies shall not be canceled or reduced without thirty (30) days written notice to the CITY and shall specifically state that the insurance coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance policies shall include provisions for waiver of subrogation. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the CITY.

Section 12. Bonds. CONTRACTOR shall obtain and provide the following bond during the term of this Agreement which shall be executed by a responsible corporate surety which has been given a B+ or higher rating by the most recent edition of Best's Insurance Guide and which is authorized to issue bonds in the State of California through an authorized agent with an office in California:

(a) Fidelity Bond. A blanket fidelity bond or comparable honesty bond or crime coverage, in a form satisfactory to the City Attorney, protecting the CITY against financial loss caused by any dishonest act of CONTRACTOR or CONTRACTOR's employees. The bond shall have a minimum limit of \$100,000 and the CITY shall be named as a loss payee.

Section 13. City Permits and Licenses. CONTRACTOR shall have and maintain during the term of this Agreement, all required permits and licenses required by law for the operation of CONTRACTOR's business in the CITY, including required business licenses.

Section 14. Indemnification. CONTRACTOR agrees to indemnify, hold harmless, and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 15. Nondiscrimination. CONTRACTOR in its operation and performance of the terms of this Agreement covenants that it will not on the grounds of race, creed, color, place of national origin, age, physical or mental disability, marital status or sex, discriminate or permit discrimination against any person or group of persons in any manner and in the event of such discrimination, CONTRACTOR agrees that CITY has the right to take such action against CONTRACTOR as may be necessary to enforce this clause.

Section 16. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONTRACTOR for the full performance of the services required by this Agreement.

Section 17. Amendment This Agreement may be modified, amended or waived only in writing signed by both parties.

Section 18. No Other Agreements This Agreement contains all of the agreements between CITY and CONTRACTOR and replaces all prior oral agreements between them, provided however, that, CONTRACTOR agrees to be bound by and comply with all applicable provisions of federal, state or city laws, statutes, ordinances, resolutions, and regulations now in effect or hereafter enacted or adopted.

Section 19. Conflicts In the event of a conflict between the terms of this Agreement and Attachment A, the provisions of this Agreement shall govern.

Section 20. Notice. Any notice required to be given to CONTRACTOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTOR postage prepaid to the CONTRACTOR's address set forth above or personally delivered to CONTRACTOR at such address or other address specified to CITY in writing by CONTRACTOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONTRACTOR in writing by CITY.

Section 21. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 22. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument, signed by both CITY and CONTRACTOR.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed \_\_\_\_\_.

CITY OF BEVERLY HILLS, a municipal corporation

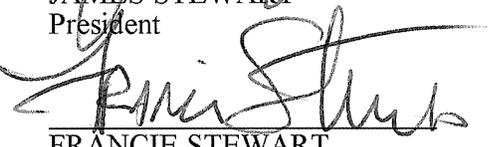
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills, California

ATTEST:

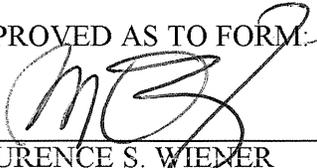
\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

GENERAL AUCTION COMPANY

  
\_\_\_\_\_  
JAMES STEWART  
President

  
\_\_\_\_\_  
FRANCIE STEWART  
Secretary/Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/Chief  
Financial Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

#### **SCOPE:**

The CONTRACTOR shall act for CITY and conduct CONTRACTOR sales of materials that CITY, at its sole discretion, selects to sell through the CONTRACTOR. Such items may include:

- A. Surplus and excess official CITY fleet vehicles
- B. Trucks and buses
- C. Heavy road construction equipment
- D. Tools and implements
- E. Furniture
- F. Office equipment
- G. Supplies of any description
- H. Equipment of any description
- I. Personal property, jewelry
- J. Bicycles
- K. Miscellaneous items
- L. Police property

CITY may set a minimum acceptable bid price for each item it intends to sell at auction. No item is to be sold at a price below the minimum level set by CITY.

The contract is not intended to cover the sale of the following categories of equipment or materials unless CITY, at its sole discretion, issues a unilateral change order(s) directing the sale of the following categories:

- A. Confiscated and recovered materials having a high retail value including non-commercial and non-fleet motor vehicles, recreational vehicles, campers, boats, furs, items as CITY in its sole discretion, chooses not to sell through the contract auctioneer.

#### **PRICE:**

The price will remain fixed for the contract period.

#### **RESPONSIBILITY OF CONTRACTOR:**

At their own expense the CONTRACTOR shall:

- A. Obtain all necessary licenses and permits.
- B. Provide competent supervision.
- C. Perform the work without unnecessarily interfering with other CONTRACTOR's work or CITY activities.
- D. Be responsible for all damage to work performed and materials delivered (including CITY furnished items), until completion and final acceptance.

#### **APPRAISALS:**

The CONTRACTOR shall appraise without additional cost, each item or group submitted for sale, whenever requested by CITY Purchasing Division and advise the appropriate CITY representative

of its appraised value. All appraisals are to be submitted in writing and must identify the appraiser by name and telephone number.

**STORAGE AND PROTECTION OF PROPERTY:**

CONTRACTOR shall procure and maintain insurance against the loss, damage or destruction of all CITY property in the possession of the auctioneer. The auctioneer shall be responsible for any damage to CITY property when in their possession and shall restore damaged property to the condition such items were in when delivered to or picked up by the auctioneer. For items damaged beyond repair the CONTRACTOR shall pay to CITY the sum equivalent to collision and comprehensive coverage on all vehicles and fire and external coverage, including coverage for theft and mysterious disappearance or embezzlement, on all other property. Any provisions to the contrary notwithstanding shall name CITY as a loss payee. Upon receipt of this payment CITY shall transfer title to the CONTRACTOR.

**LEGAL REQUIREMENTS:**

The CONTRACTOR shall comply with all applicable legal requirements in conducting the sales, including, without limitation:

- A. Advertising all sales with an aggregate estimated value of \$4,000.00 or more.
- B. All applicable requirements of the Uniform Commercial Code.

**FEES AND/OR ALL CHARGES:**

CITY will not be responsible for any fees/charges to purchasers for services provided by the CONTRACTOR to the purchaser with the charge for each service must be supplied to prospective purchasers at time of buyer registration or before start of sale and/or they must be prominently displayed at each sale (i.e. daily rate for vehicle storage, labor rates, rate for starting vehicles, loading charges etc.) If any fees/charges are paid by purchaser, these fees/charges are to be deducted from charges that the auctioneer charges Auctioneer Service to CITY.

**RESERVATIONS:**

CITY at its sole discretion reserves the right to select which items will be sold by the CONTRACTOR. CITY further reserves the right to contract separately for the sale of the excluded items described under Page 4, Scope.

**SUB-CONTRACTING:**

Any person undertaking a part of the work under the terms, of the contract, by virtue of an agreement with the CONTRACTOR, who, prior to such undertaking must receive the approval of the Deputy Director of Finance and provide proper insurance and business license. CITY may terminate the contract if the subcontracting is done without the Deputy Director of Finance's approval.

**FACILITIES:**

The CONTRACTOR shall provide a properly zoned, fenced, graveled or hard surfaced, secured sales and storage lot(s) located within Los Angeles County. The lot(s) must be adequate for storage and display of up to 100 automobiles and/or a combination of trucks, buses and heavy construction equipment at any time. The lot(s) must be located on or near a well-traveled street or highway and have adequate personal vehicle parking space nearby for prospective bidders.

**PICK UP OF VEHICLES AND EQUIPMENT:**

The CONTRACTOR shall be required to pick up vehicles from CITY's garages, storage lots or other locations within Beverly Hills within three (3) days after being notified by letter or phone, and other vehicles, trucks, buses, construction equipment, etc., from CITY's storage lots within seven (7) calendar days after being notified by letter or phone. The CONTRACTOR must provide storage for all items from date of pick up to date of sale free of charge.

**TRANSPORTATION:**

CONTRACTOR shall be responsible for transporting all vehicles, trucks, construction equipment and other pieces of equipment, to their facility without additional cost to CITY. If the CONTRACTOR is not able to pick up and transport the vehicle(s) and other items within the above specified time, CITY may, at its sole discretion, have the vehicle or other items towed or transported to the CONTRACTOR's storage lot by vendors in this business, with the transportation charges being billed to the CONTRACTOR. If the auctioneer's lot is not available to receive the vehicle(s) or equipment, in the time specified above, CITY may, at its sole discretion, obtain suitable storage facilities at the CONTRACTOR's expense. The CONTRACTOR will be responsible for payment of towing or moving charges to the alternate storage facility and for re-transporting the vehicle(s) or equipment to their facility for conducting the sale. The CONTRACTOR will be responsible for payment of storage charges accrued after expiration of the three (3) day notification period where vehicle(s) have been towed to automobile dealer(s), privately owned garages, or towing company storage lots. Vehicles shall be transported by use of two trucks: transport truck or a rollback truck or driven under their own power. Use of a tow bar with one (1) vehicle towing another vehicle is not permitted. The CONTRACTOR shall furnish any additional gasoline needed to drive vehicles from CITY's storage lot to their facility or for test running and driving after delivery to their facility. The CONTRACTOR shall inflate tires or install spare tires as necessary to transport vehicle without additional cost to CITY. The CONTRACTOR shall be responsible for any damage to vehicles or accident liabilities caused by their personnel during the transporting of vehicle(s) and any damage to CITY vehicles while they are in their possession.

**ADVERTISING SALE:**

The CONTRACTOR shall, without cost to CITY, mail brochures of notices of sale to their regular client listing. In addition, the CONTRACTOR shall advertise in publications designated by CITY. Advertising in other publications shall be done only after being specifically authorized by representative of the CITY's Finance Department.

**RESERVATION:**

CITY may, at its discretion, withdraw and repossess any equipment or vehicle prior to the date of sale. In each case, CITY shall compensate the CONTRACTOR for actual transport costs.

**TURN-OVER TIME:**

Vehicles shall be offered at auctions not later than sixty (60) calendar days after they have been picked up from CITY.

**PREPARATION OF VEHICLES FOR SALE:**

Without additional cost to CITY, the CONTRACTOR shall provide the following pre-sale services to vehicles and construction equipment:

- A. Washing exterior and vacuuming and cleaning interior of operable vehicles on an as required basis at the direction of CITY's representative.
- B. Inflating tires immediately prior to date of public inspection and sale of vehicles.
- C. Minor adjustments as required to improve running condition, i.e., carburetor adjustments, adjust points, clean plugs, timing, adjust belts, etc.
- D. Steam clean exterior and engine of construction equipment and trucks as directed by CITY representative.

**MISCELLANEOUS EQUIPMENT AND SUPPLIES:**

The vendor shall have adequate indoor auction room(s) and storage space of at least 5,000 square feet to accommodate storage and sale at any time of CITY office equipment, furniture, bicycles, jewelry, personal property, tools and implements, surplus supplies, property from Police property room, etc. The facilities must be located on or near a well-traveled street or roadway and have adequate personal vehicle parking space nearby for prospective purchasers. The facilities shall be capable of accommodating at least two hundred and fifty (25) interested parties at any sale. The auction room(s) and storage space must be located within the Los Angeles County area, must have the proper County zoning and must have a use and occupancy permit permitting the property to be used for this purpose.

**REQUIREMENTS - MISCELLANEOUS ITEMS AUCTIONS:  
PICK UP OF ITEMS:**

The CONTRACTOR, as required, must pick up items to be sold from CITY's warehouses, storage lots or other designated locations within seven (7) calendar days after receipt of notice from CITY to pick up, and transport items to CONTRACTOR's facilities for storage until date of sale.

**TRANSPORTATION:**

The CONTRACTOR as required shall provide the transportation, handling, packing, crating, loading and unloading and storage of all items to be sold by them. In the event that the CONTRACTOR is not able to, or fails to effect the pick up of items in the specified seven (7) calendar day period stated above, CITY may, at its sole discretion, have the items transported to the CONTRACTOR's storage facilities by vendors in the business, with the transportation and handling charges being billed to the CONTRACTOR. If the CONTRACTOR's storage facilities are not available to receive the items, CITY may, at its discretion, obtain suitable storage facilities at the CONTRACTOR's expense and the CONTRACTOR shall be responsible for re-transporting the items to their storage facility for conducting the sale.

**STORAGE:**

The CONTRACTOR, as required, shall provide safe, dry, sanitary, well lighted, secured storage space within the Los Angeles County area for the items to be held by them while waiting for date of sale. Shelving, racks, pallets, bins, crates, etc., are to be provided which are suitable for the type of merchandise being stored. Watches, jewelry and other valuables shall be stored in a bank safe deposit box or heavy locked safe or other approved secured storage.

**CATALOGING OF ITEMS:**

The CONTRACTOR, as required, shall prepare a listing of all items giving description of times, quantities, condition of items, etc., and submit the listing to CITY representatives forty eight (48) hours prior to date of sale. All items are to be either individually listed or tagged and assigned a control number, or groups or similar items shall be placed in lots and given a control number for sale

by the lot. All discrepancies in quantities or condition of items received shall be brought to CITY representative's attention immediately.

**DISPLAY OF MERCHANDISE:**

The CONTRACTOR, as required, shall provide tables, racks, display cases, shelving, etc., suitable for displaying articles to be sold. Electrical outlets and/or extension cords shall be provided for use in demonstration of TV sets, radios and other electrical appliances, tools and equipment. Merchandise must be on display at least one (1) day prior to sale and one (1) hour before sale starts on date of sale, for viewing by the public. CITY representative will have final approval on lotting of merchandise.

**AUCTION ROOM:**

The CONTRACTOR, as required, shall have adequate indoor auction space to display the merchandise for sale and to accommodate at least two hundred fifty (250) interested parties at any sale. The auction room must be adjacent to the storage facilities or they may be combined. Sanitary restroom facilities must be provided for employees and the public attending the sale. The auction facilities must be located within the Los Angeles County area and must be properly zoned and have a valid occupancy permit issued permitting such auction sales to be held on the premises. The CONTRACTOR or building owner must have the facilities approved for attendance at the sale of at least two hundred fifty (250) persons plus employees. If CONTRACTOR rents an indoor auction space, the space must be approved by CITY representative prior to sale.

**ADVERTISING SALE:**

The CONTRACTOR shall, without cost to CITY, mail brochures or notices of sale to their regular client listing. In addition, the auctioneer shall advertise in publications designated by CITY. Advertising in other publications shall be done only after being specifically authorized by a representative of CITY.

EXHIBIT B

PRICING

COMMISSION FEES:

- |    |  |                              |
|----|--|------------------------------|
| a. | Cars, vans and light duty trucks (up to 1 ton)   | 4% of the actual sale price  |
| b. | Heavy equipment, heavy duty trucks   | 4% of the actual sale price  |
| c. | Jewelry, firearms, coins, art, stocks, precious metals, other collectibles, all miscellaneous personal property, household furnishings | 15% of the actual sale price |

OTHER SERVICES

- |    |                                      |    |           |      |
|----|--------------------------------------|----|-----------|------|
| d. | Detail Services prior to Auction     | \$ | 38.50     | each |
| e. | Smog Test                            |    | 58.00     | each |
| f. | Drive Smog                           |    | 35.00     | each |
| g. | Tire Repair                          |    | 20.00     | each |
| h. | Safety Inspection                    |    | 70.00     | each |
| i. | DMV Processing Fee                   |    | 45.00     | each |
| j. | Charging Batteries                   |    | No charge |      |
| k. | Replace Batteries                    |    | 40.00     | each |
| l. | Missing Key                          |    | 75.00     | each |
| m. | Motor/Trans. Fluid                   |    | 12.00     | each |
| n. | Gas/Diesel                           |    | 20.00     | each |
| o. | Weight Certificate (DMV Requirement) |    | 30.00     | each |
| p. | Vin Verification (DMV Requirement)   |    | 25.00     | each |
| r. | Duplicate Title                      |    | 75.00     | each |
| s. | KSR (Title Search)                   |    | 25.00     | each |
| t. | Fuel Cap                             |    | 25.00     | each |
| u. | Paint (CYLA only)                    |    | 42.50     | each |
| w. | Delogo (Full)                        |    | 75.00     | each |
| x. | Delogo (Partial)                     |    | 35.00     | each |

MECHANICAL REPAIRS: All repairs shall be made at the direction of CITY at rates to be mutually agreed upon by the parties.



**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

**A.  
B.  
C.**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> <b>WORKERS' COMPENSATION</b> <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Authorized Insurance Representative

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RM02.DOC REVISED 10/14/96.

## **Service Terms and Conditions**

Motorola, Inc. ("Motorola") and the City of Beverly Hills ("City") hereby agree as follows:

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to City maintenance, support, or other services under a Motorola Service Agreement (attached). The Motorola Service Agreement consists of the following documents, which are attached hereto and incorporated by this reference:

- Service Agreement
- Service Agreement Inventory Adjustment Form: 1/1/2009 – 11/30/2009
- Service Agreement Inventory Adjustment Form: 4/1/2009 – 11/30/2009
- Service Agreement Inventory Adjustment Form: 7/1/2009 – 11/30/2009
- Statement of Work – Definitions
- Statement of Work – Network Monitoring, OnSite Infrastructure Response and Dispatch Service
- Statement of Work - Infrastructure Repair with Advanced Replacement
- Statement of Work – Network Preventative Maintenance
- Statement of Work – Technical Support Service
- Statement of Work – Repair Service Advantage (Service Agreement) End Users
- Statement of Work – Subscriber OnSite Technician Support

### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3      ACCEPTANCE**

City accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

**Section 4 SCOPE OF SERVICES**

- 4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At City's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services upon issuance of a duly authorized purchase order by City.
- 4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- 4.3. If City purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, City will provide a complete serial and model number list of the Equipment. City must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. City's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- 4.5. City must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- 4.7. City must promptly notify Motorola of any Equipment failure. Motorola will respond to City's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

**Section 5 EXCLUDED SERVICES**

- 5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- 5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

**Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at City's location, City will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses

associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, City agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CITY CONTACT**

City will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Motorola will invoice City in advance for each payment period. City must pay each invoice in U.S. dollars within thirty (30) days of the invoice date.

## **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, City's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by City to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11 LIMITATION OF LIABILITY**

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

## **Section 12 EXCLUSIVE TERMS AND CONDITIONS**

Except for the "Agreement between the City of Beverly Hills and Motorola, Inc. for a Public Safety Communications System" (Contract No. 388-04), which includes purchases and extended warranty terms, this Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

## **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. City may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement. Notwithstanding the foregoing, Motorola acknowledges that City is subject to the California Public Records Act (the "Act") and that some or all of the confidential information or data (collectively "information") provided by Motorola may be disclosable thereunder. In the event a public records act request for Motorola's information is received, City shall use its best efforts to provide Motorola with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent City from complying with the requirements of the Act. In the event City determines that any documents containing Motorola's information are not disclosable, and litigation is commenced to compel production of such documents, Motorola agrees to defend and indemnify City, with counsel of City's choice, as to any claims, liabilities, costs, and/or judgments that may be incurred by City as a result of such litigation. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by City to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide City with access to its confidential and proprietary information, including cost and pricing data.

**13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement. Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

City is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of City in any governmental matters.

## **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, City will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. This property will be held by City for Motorola's use without charge and may be removed from City's premises by Motorola at any time without restriction.

## **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of California.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations upon City's written approval, and may subcontract any portion of its performance, under this Agreement.

17.6. IF NOT EARLIER TERMINATED PURSUANT TO SECTION 10, THIS AGREEMENT MAY BE RENEWED BY THE PARTIES BY MUTUAL AGREEMENT OR UPON ISSUANCE OF A PURCHASE ORDER BY CITY FOR ADDITIONAL ONE-YEAR PERIODS ON EVERY ANNIVERSARY OF THE START DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.



# SERVICE AGREEMENT

Attn: National Service Support  
1307 East Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Date: 12/23/2008

Agreement Order # : \_\_\_\_\_  
Supersedes Agreement #(s) : \_\_\_\_\_

Required P.O. : \_\_\_\_\_

Customer # : \_\_\_\_\_

Bill to Tag # : \_\_\_\_\_

Contract Start Date: 12/01/2008

Contract End Date: 11/30/2009

Anniversary Date: \_\_\_\_\_

Payment Cycle: \_\_\_\_\_

Tax Exempt: Pays all taxes

PO # : \_\_\_\_\_

Company Name: <u>City of Beverly Hills</u>
Attn: <u>Post Warranty Radio Maintenance</u>
Billing Address: <u>455 North Rexford Drive</u>
City, State, Zip: <u>Beverly Hills, CA 90210</u>
Customer Contact: _____
Phone: _____
Fax: _____

Qty	Model/Option	Description	Monthly Ext	Extended
		Dispatch Service	\$ 462.00	\$ 5,544.00
		Infrastructure Repair w/Advanced Replacement	\$ 2,827.50	\$ 33,930.00
		OnSite Infrastructure Response	\$ 3,293.50	\$ 39,522.00
		Network Monitoring	\$ 291.00	\$ 3,492.00
		Technical Support	\$ 570.50	\$ 6,846.00

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS  Covers 1 trunked cell: prime site, dispatch site, 2 remote sites, 7 op positions, 8 stations, 9 consolettes, 3 remotes. Covers 1 conventional system: 2 RF sites, 10 stations, 4 rcvr sites, 4 receivers.	SUBTOTAL - RECURRING SERVICES	\$ 7,444.50	\$ 89,334.00
	SUBTOTAL - ONE-TIME EVENT SERVICES		\$ -
	TOTAL	\$ 7,444.50	\$ 89,334.00
	TAXES	\$0.00	\$0.00
	GRAND TOTAL	\$ 7,444.50	\$ 89,334.00

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE

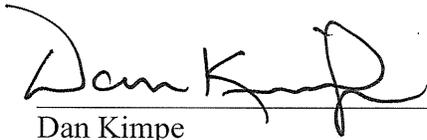
I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference

	TITLE	DATE
AUTHORIZED CUSTOMER SIGNATURE	CHIEF INFORMATION OFFICER	1/26/09
CUSTOMER (PRINT NAME)	Customer Support Manager	1/22/09
	TITLE	DATE
MOTOROLA REPRESENTATIVE (SIGNATURE)	(951) 279-7585	(951) 279-7585 call first
Mike Moshier	PHONE	FAX
MOTOROLA REPRESENTATIVE (PRINT NAME)		

**Motorola signature to Motorola, Inc. Support Agreement – City of Beverly Hills,  
CA**

EXECUTED the 22<sup>nd</sup> day of January, 2009, at Sunnyvale, California.

Motorola, Inc.

A handwritten signature in black ink, appearing to read "Dan Kimpe", is written over a horizontal line. The signature is fluid and cursive.

Dan Kimpe  
Director of Field Services

City signatures to Motorola, Inc. Support Agreement

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager



SERVICE AGREEMENT INVENTORY ADJUSTMENT FORM

CRC USE ONLY

1307 E. Algonquin Rd.  
Schaumburg, IL 60195  
1-800-247-2346

SIC CODE: \_\_\_\_\_  
CUSTOMER/AGREEMENT ORDER #: \_\_\_\_\_

Date: 1/7/2009

CUSTOMER NAME: City of Beverly Hills DIVISION: T8

ATTN: Add on to existing contract 1/1/2009 to 11/30/2009 CUSTOMER #: 1000410986

BILLING ADDRESS: 455 North Rexford Drive EQUIP AT TAG #: \_\_\_\_\_

CITY, STATE, ZIP: Beverly Hills, CA 90210 CUSTOMER CONTACT: \_\_\_\_\_

ADJUSTMENT TO EXISTING AGREEMENT #: Yes CUSTOMER PHONE: \_\_\_\_\_ PAGE 1 OF 1

CRC SEQ #  
FINANCIAL APPROVAL  
LOG CREDIT ISSUED  
PROCESSOR'S INIT

ADD	DEL	QTY	MODEL / OPTION NUMBER	DESCRIPTION	CUSTOMER UNIT PRICE	EFFECTIVE DATE	INTERNAL SHOP USE ONLY	SHOP NAME
x		70		Radio Service Advantage (Subscriber Depot Repair)	\$399.00	1/1/2009		Motorola Depot
				UASI XTS5000 portables w/encryption				
x		381		Subscriber OnSite Technician Support	\$609.60	1/1/2009		ComSerCo
		401		Portables	\$962.40	1/1/2009		
				Mobiles				
				Monthly Total	\$1,971.00			
				11 Month Total = \$21,681.00				

MY SERVICE AGREEMENT WITH MOTOROLA TO BE ADJUSTED AS ABOVE

*Mike Park* 951-279-7585

MOTOROLA SALES / SERVICE REPRESENTATIVE SIGNATURE TELEPHONE # PAGER #

AUTHORIZED CUSTOMER SIGNATURE / P.O. #

Customer Signature: \_\_\_\_\_

City signatures to Motorola, Inc. Support Agreement

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager



City signatures to Motorola, Inc. Support Agreement

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

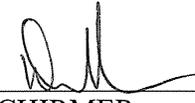
\_\_\_\_\_  
BYRON POPE  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager



City signatures to Motorola, Inc. Support Agreement

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

# Statement of Work

## Definitions

### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1 **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 **Case:** Electronic tracking document for requests for service through the Motorola System Support Center.
- 1.3 **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4 **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5 **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleetmapping is not included in Configuration Change Support.
- 1.6 **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7 **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8 **Customer:** The end-user Customer as identified in the Agreement.
- 1.9 **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10 **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11 **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12 **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13 **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14 **Feature:** A Software functionality
- 1.15 **Federal Technical Center:** A Motorola facility, the purpose which serves as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16 **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17 **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18 **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19 **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20 **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21 **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22 **MCNS:** Mission Critical Network Services
- 1.23 **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company.

- 1.24 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25 Notification: The point in time when the Customer contacts Motorola and requests service.
- 1.26 Optional Feature: An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27 Radio Support Center (RSC): A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28 Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29 Restore/Restoration/Restoral: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30 Servicer: A Motorola Authorized Service Station or Motorola Field Service personnel.
- 1.31 Severity Level: The degree of adverse impact of an issue or Event.
- 1.32 Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33 Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34 Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release.
- 1.37 Start Date: Effective start date as listed on the Agreement.
- 1.38 System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39 System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System tests as described in the acceptance test plan.
- 1.40 System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources.
- 1.41 System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42 System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43 Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44 Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45 Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment.
- 1.46 Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47 Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48 Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.



## Statement of Work

### Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

#### 1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge the Event, run remote diagnostic routines, and initiate an appropriate response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process. This Case management allows for Motorola to provide activity and performance reports.

#### 2.0 Motorola Responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5. Continuously receive service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7. Attempt remote Restoral, as appropriate.
- 2.8. Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.8.1. Characterize the issue
  - 2.8.2. Determine a plan of action
  - 2.8.3. Assign and track the Case to resolution.
- 2.9. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.8
- 2.10. Ensure the required personnel have access to Customer information as needed.
- 2.11. Disable and enable System devices, as necessary, for Servicers.
- 2.12. Servicer will perform the following on-site:
  - 2.12.1. Run diagnostics on the Infrastructure or FRU.



- 2.12.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.12.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
  - 2.12.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
  - 2.13. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
  - 2.14. Escalate the Case to the appropriate party upon expiration of a Response time.
  - 2.15. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
  - 2.16. Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
    - 2.16.1. Open and closed; or
    - 2.16.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
  - 2.17. Provide the following reports, as applicable:
    - 2.17.1. Case activity reports to Customer.
    - 2.17.2. Network Monitoring Service reports for Customer System(s).
    - 2.17.3. Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
  - 2.18. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
  - 2.19. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.
- 3.0 Customer Responsibilities:
- 3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
  - 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
  - 3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
  - 3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
  - 3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
    - 3.5.1. Case notification preferences and procedure
    - 3.5.2. Repair Verification Preference and procedure
    - 3.5.3. Database and escalation procedure forms.
    - 3.5.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
  - 3.6. Provide the following information when initiating a service request:
    - 3.6.1. Assigned System ID number
    - 3.6.2. Problem description and site location
    - 3.6.3. Other pertinent information requested by Motorola to open a Case.
  - 3.7. Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
  - 3.8. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.



- 3.9. Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
- 3.11. Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 3.12. Maintain and store in an easily accessible location proper System backups.
- 3.13. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 3.14. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 3.15. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.

#### Severity Definitions Table

Severity Level	Problem Types
<b>Severity 1</b>	<ul style="list-style-type: none"><li>▪ <b>Response is provided Continuously</b></li><li>▪ Major System failure</li><li>▪ 33% of System down</li><li>▪ 33% of Site channels down</li><li>▪ Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC.</li><li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li></ul>
<b>Severity 2</b>	<ul style="list-style-type: none"><li>▪ <b>Response during Standard Business Day</b></li><li>▪ Significant System Impairment not to exceed 33% of system down</li><li>▪ System problems presently being monitored</li><li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li></ul>
<b>Severity 3</b>	<ul style="list-style-type: none"><li>▪ <b>Response during Standard Business Day</b></li><li>▪ Intermittent system issues</li><li>▪ Information questions</li><li>▪ Upgrades/preventative maintenance</li><li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li></ul>



**On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).**

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.  
 \* Note: Provide update to System Support Center **before** Deferral time comes due.



## Appendix 1

### Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

### Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

### Monitored Elements Table

(Listed by technology)

*Legal Approval*  
February 28, 2008





<b>SmartZone 4.1</b>	GPS, Environmental Alarms, Microwave)  <b>Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);</b>
<b>ARC 4000</b>	<b>MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave) Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router &amp; Radio Network Gateway (IV&amp;D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches</b> <b>Site Controllers; Environmental Alarms; Channel Banks</b>
<b>Astro LE</b>	<b>Site Controllers; Stations; Environmental Alarms; Channel Banks</b>
<b>SMARTNET Monitored by MOSCAD SiteSentry</b>	<b>Site Controllers; Stations; Environmental Alarms; Channel Banks</b>
<b>Private Data</b>	<b>Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station</b>
<b>Harmony (HWCS)</b>	<b>MSO, EBTS</b>



## Statement of Work

### Infrastructure Repair with Advanced Replacement

#### 1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola 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. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this 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. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
  - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, 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 subject to shipping and handling charges.
  - 2.4.2. 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 IDO and the Customer will own the Advanced Replacement FRU.
  - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
  - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.7.2. Replace malfunctioning FRU or Components.
  - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
  - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.



- 2.7.5. Perform a System Test on select Infrastructure.
  - 2.8. Provide the following service on select third party Infrastructure:
    - 2.8.1. 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.
    - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
    - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
    - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
  - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
  - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
  - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. 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 subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
    - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
    - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
    - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
    - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
  - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
  - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. 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. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
  - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
  - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
  - 3.6 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.



4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

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.



SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital MSF5000 and MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes Nice Logging Recorders
Channel Bank(s)	Includes Premisis and Telco . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	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 any on-site services. Excludes all batteries.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes ALL Sun/IMP hard drives except TLN3495A 0820 1 GB drive. Excludes the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.



Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, Digital MSF5000 and MTR2000 ONLY. Excludes MICOR and Analog MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub. Excluded Nice logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom II, Centracom Gold Classic, Centracom Gold Elite) as part of complete communication System - ONLY. Includes headset jacks, dual footswitches, and gooseneck microphones. Excludes Centracom I. Commandstar and Commandstar Lite are not included as a conventional system operator position but can be covered when services are purchased separately. Excludes Commandstar mother board CDN6271
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000 and ASTRO-TAC receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	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 any on-site services. Excludes all batteries.



## Statement of Work

### Network Preventative Maintenance

#### 1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

The terms and conditions of this 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 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

#### 3.0 Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 Maintain periodic backup of databases, Software applications and Firmware.
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.

#### Site Access A –

The service technician travels and has access to the main site of the system in an **hour or less during Standard Business Day**, Monday through Friday 8:30 am to 4:30 pm local time excluding Motorola holidays. Exceptions to the above include sites that need to be accessed by a helicopter, snow mobile, or any specialized equipment other than a standard four-wheel drive vehicle. In these cases, contact your Customer Support Manager for a quote.



### SmartZone -Network Preventative Maintenance Checklist

SmartZone Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Level
	Check Low Speed Data
	Combiners & Circulator Loss
	Receiver Desense (Full Duplex Only)
Consoles Positions/Remotes	Power Supply voltages
	Audio Input & Output Level
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
Central Controllers, DIGITAC Comparators	Check and Clean keyboards, CPU. CRT's
	CEB Diagnostics
	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
GPS	Receiver Multi-Couplers and Tower Mounted Amplifier
	Check for receiver to Comparator audio path.
	Check for proper audio to Status Tone ratio
Site Equipment	Confirm that all Receiver RX Notch Filters are either IN or OUT
	Roll to Redundant Receive Reference Module
	Check Frequency Standards
	Check Power Supply Voltages
Power UPS	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
Generator	Site Test/System Calibration Equipment
	Check Diagnostics/Alarms
AC to DC Power Unit (RF equipment)	AC/DC Voltages/Batteries
	Switch-Over Operations
All Equipment	Switch to Generator Power
	Switch to Battery Power
Other Equipment	Check Diagnostics/Alarms
	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment



### Conventional Network Preventative Maintenance Checklist

<b>Conventional Infrastructure</b>	<b>Operational Check (where applicable)</b>
Base Station(s), Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only) Check Power Supply Voltages
Consoles Positions/Remotes	Audio Input & Output Levels
	Ethernet Operation
	Controller Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's CEB diagnostics
Comparators (Voting) and /or Satellite Receivers	Audio Input & Output Levels
	Receiver Sensitivity Measured/Adjusted
	Comparator power supply voltage
	Check for proper signal voting
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment



# Statement of Work

## Technical Support Service

### 1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service (i) does not include software upgrades that may be required for issue resolution; and (ii) does not include Customer training (iii) is only available for those system types supported and approved by Technical Support Operations.

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25 , ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, and Wireless Broadband.

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 requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. 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.

### 3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
  - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.
- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.

*: Legal Approval  
February 28, 2008*



- 3.6. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.7. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

**Severity Definitions Table**

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power).</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Remote Technical Support Response Times Table**

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

# Statement of Work

## Repair Service Advantage (Service Agreement)

### End Users

#### 1.0 Description

Repair Service Advantage provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Repair Service Advantage includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Repair Service Advantage excludes repairs to: optional accessories; standard mobile palm microphones; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Repair Service Advantage.

Repair Service Advantage is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received prior to the 15<sup>th</sup> of the month will be effective the 1<sup>st</sup> of the following month. Equipment add-on requests received after the 15<sup>th</sup> of the month will be effective the 1<sup>st</sup> of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4 Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
- 2.5 Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- 2.6 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.7 Perform covered services as requested by Customer on the Motorola repair request form.
- 2.8 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a 3.5" backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.



# Statement of Work

## Subscriber OnSite Technician Support

### 1.0 Description of Service

Subscriber OnSite Technician Support provides an operational check of Equipment at the customer location(s) one day a week that is specifically named in the applicable Agreement to which this Statement of Work is attached. Location(s) and time to be mutually agreed upon by customer and Motorola. An operational check is an analysis of the Equipment to identify external or internal defects.

If the Equipment has an external defect, or can be Restored without opening the radio case, the servicer, with the customer's prior approval, may restore the Equipment and return to Customer. The customer may be billed above contract for these restorals. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Motorola Subscriber Repair Depot and not described in this Statement of Work.

Subscriber OnSite Technician Support includes service on the radios and single mobile control heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Subscriber OnSite Technician Support excludes repairs to: optional accessories, mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, portable antennas, belt clips/carrying cases, mobile antennas; mobile power & antenna cables and power supplies.

The terms and conditions of this 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 Service to be performed at the customer facility on agreed upon day.
- 2.2 Perform an operational check on Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile Equipment from/to vehicle as needed for servicing.
- 2.4 Deliver and pick up Equipment to/from the customer facility to the servicer's facility for shipment to/from Motorola.

### 3.0 Customer has the following responsibilities:

- 3.1 Have equipment and vehicles at the agreed upon location and time. Technician will not respond to vehicles unless they are at the designated location(s).
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Subscriber OnSite Technician Support service to Customer.