



AGENDA REPORT

Meeting Date: October 23, 2012
Item Number: F-14
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$650,000 TO MOTOROLA SOLUTIONS INC. FOR THE RADIO PROGRAMMING SERVICES RELATED TO NARROW-BANDING AND PROJECT 25 COMPLIANCE

Attachments:

1. Agreement No. 15-12
2. Motorola Bid 13-08 Response

RECOMMENDATION

It is recommended that the City Council approve a purchase order to Motorola Solutions, Inc. in the amount of \$650,000 for mandatory narrow-banding, Project 25 compliance and radio programming services under the existing Master Purchase and Service Agreement between the City of Beverly Hills and Motorola Solutions, Inc.

INTRODUCTION

In 2006 the City replaced its end-of-life radio infrastructure and invested approximately \$8 million in a state-of-the-art radio system. In the ensuing years, the Federal Communications Commission (FCC) established new rules requiring all public safety radio frequencies to be narrow-banded by January 1, 2013. Earlier this year, the City began a two-phase upgrade of the radio system to ensure FCC compliance. Phase I of the project was completed earlier this year and was funded by a 2008 State Homeland Security Grant Program in the amount of \$1.1 million. The City developed the timing of Phase 2 working with our Interagency Communications Interoperability Systems (ICIS) partners.

Phase I consisted of upgrading the systems core infrastructure to be APCO Project 25 (P25) compliant.

P25 is a common operating standard adopted by APCO to ensure competitive pricing among manufactures and interoperability for radio users. The P25 standards address technical challenges of the communication among differing modulation schemes including conventional, trunked and analog systems. It is a standard for the design and manufacture of inter-operable two-way wireless communication products. Radio equipment that demonstrates compliance with P25 is able to meet a set of minimum requirements to fit the needs of Public Safety.

For Phase 2 of the radio system upgrade, the City of Beverly Hills is seeking a highly skilled consultant to ensure timely and successful radio programming, narrow-banding, and P25 cut-over. This includes ensuring that all equipment is procured, that the radio infrastructure and all services related to configuring all City radios and are completed according to the schedule set forth in the Scope of Work. These services are to be performed pursuant to the Master Purchase and Service Agreement between the City of Beverly Hills and Motorola Solutions Inc. adopted by the City Council on January 10, 2012.

DISCUSSION

On August 20, 2012, the City released a formal bid, Bid No. 13-06 for the provision of required narrow-banding, Project 25 compliance and radio programming services. The City did not receive any responses. On September 28, 2012, a revised bid was released, Bid No. 13-08 with a more flexible timeline for the provision of these services. The City received one sealed bid that was opened on October 9th.

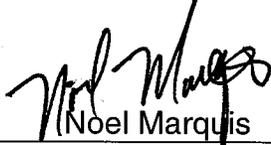
Working with our ICIS partners prior to project inception, cost estimates were developed. The costs quoted in the bid are consistent with estimated budget. Additionally, Motorola has provided the City with competitive contract pricing pursuant to the County of Los Angeles Master Agreement MA-IS-1240419-1.

FISCAL IMPACT

Staff anticipates that will not exceed \$650,000 for the entire engagement including \$603,564.23 quoted by Motorola and \$46,435.77 contingency amount. Funds for this project were anticipated and budgeted for in the Information Technology Radio Infrastructure Improvement, CIP Equipment account as approved by council for fiscal year 2012-2013.

Funds for this project are provided as follows:

Budget Unit	Account #	Description of Fund Source/Account #	Amount
31410859	85050	CIP Equipment	\$650,000



Noel Marquis
Finance Approval



David Schirmer
Approved By

Attachment 1

**MASTER PURCHASE AND SERVICE AGREEMENT
BETWEEN THE CITY OF BEVERLY HILLS AND MOTOROLA**

AGREEMENT NO.

15-12

THIS MASTER PURCHASE AGREEMENT ("Agreement") is entered into this 11th day of January, 2012, (the "Effective Date"), between MOTOROLA SOLUTIONS, INC., a Delaware corporation ("Motorola") and the CITY OF BEVERLY HILLS, a municipal corporation ("City") pursuant to a resolution adopted by the City Council of the City on January 10, 2012. Motorola and City may be referred to individually as a "Party" and collectively as the "Parties." This Agreement applies to any Transaction Document (as defined below) agreed or issued after the Effective Date.

RECITALS

A. City is a municipal corporation duly organized and existing under the laws and the Constitution of the State of California.

B. City maintains a wireless communications network which includes, but is not limited to, infrastructure, hand-held and mobile radios, mobile data terminals, dispatch equipment, microwave transmitters and receivers and related equipment ("Telecommunications Equipment").

C. City has standardized the Telecommunications Equipment in order to be able to reallocate the Telecommunications Equipment among internal City departments and to control repair costs.

D. City has an ongoing need to acquire Telecommunications Equipment to maintain, repair and improve its communications network.

E. Motorola is currently engaged in providing Telecommunications Equipment and services and desires to render its services on the terms and conditions provided in this Agreement.

F. Motorola is a corporation which employs persons who are duly licensed to render services in the State of California and desires to render the services for the City as provided herein.

G. Motorola further warrants that its employees are experienced and capable of performing the tasks hereunder in a professional and competent manner.

THEREFORE, City hereby engages the services of Motorola, and in consideration of the mutual promises herein contained, the Parties agree as follows:

I. PRELIMINARY PROVISIONS

1.1 Term. This Agreement shall commence upon the Effective Date and shall continue in effect until midnight December 31, 2012, or until it has been terminated by either Party. Expiration of this Agreement will not affect any Warranty Period that has not yet expired. Upon the expiration of this Agreement, the City will not issue any additional Transaction

Documents, but any Transaction Document that the City has issued before the expiration will remain valid unless otherwise mutually agreed in writing.

1.2 Definitions.

Capitalized terms used in this Agreement, attached Exhibits or subsequent documents relating to this Agreement, and not otherwise defined therein, shall have the meanings set forth below.

“Acceptance Test Plan” means the plan developed by City with the advice and input of Motorola, and agreed to in writing by both Parties, completion of which is the sole criteria for acceptance of a System.

“Beneficial Use” means when City first uses a System or a major Subsystem for operational purposes (excluding training or testing provided by Motorola). Concerning System transactions, the City desires a thirty (30) day burn in period as part of the Acceptance Test Plan. Motorola’s System proposal will include the burn in period as part of the Acceptance Test Plan and will describe what effect if any it has on the commencement of the Warranty Period and any additional pricing for the burn in period.

“Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

“Core Release” means a new version of Software which adds Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g., SmartZone 2.0.3 to SmartZone 3.0).

“Eligible Purchasers” means state and local governments (other than City) and their agencies, bodies, districts, or entities within the State of California.

“Enhancement Release” means a superseding issue of Software which adds to, improves, or enhances the performance of Software Features contained in the then currently shipping Software version. These releases are signified by changes to the second or third digit of the version identifier number (e.g., SmartZone 3.1 to SmartZone 3.2; Private DataTAC 2.0.1 to 2.0.2)

“Equipment” means the equipment and hardware purchased by and through this Agreement.

“Feature” means a Software or Hardware functionality.

“Motorola Software” means software whose copyright is owned by Motorola.

“Non-Motorola Software” means software whose copyright is owned by a party other than Motorola and provided by Motorola.

“Optional Feature” means an additional software or hardware functionality issued with a Core Release that is available to City at additional cost.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Product” means Equipment or Software.

“Services” means the performance of a task, provision of advice and counsel, assistance or access to a resource (such as access to an information database) Motorola makes available to City.

“Software” means Motorola Software or Non-Motorola Software that may be furnished by Motorola.

“Special Product Feature” means features specially developed for City which contain City unique functionality.

“Standard Feature” means an additional software functionality for components of City’s system that is available to City in the standard software release.

“System” or “Communications System” means a communications system manufactured by Motorola including the Equipment and/or, Motorola Software and/or Non-Motorola Software.

“System Acceptance” means the date on which the Acceptance Test Plan for a System is successfully completed, and City confirms such in writing. City must promptly confirm in writing System Acceptance, typically in the form of a System Acceptance Certificate, if the System successfully completes the Acceptance Test Plan. If City reasonably believes the System did not successfully complete the Acceptance Test Plan, City will promptly give Motorola written notification of this conclusion as well as sufficient details supporting the City’s conclusion. Minor omissions or variances that do not materially affect System performance will not be reasons to delay System Acceptance but will be corrected as punch list items according to a mutually agreed schedule.

“Transaction Document” means purchase orders, or other documents used to purchase Systems, Products, or Services, which shall contain information specific to that transaction.

“Warranty Period” means, with respect to a System transaction, one (1) year from the date of Beneficial Use or System Acceptance, whichever first occurs; provided that if System Acceptance is delayed beyond six (6) months after Equipment shipment by events or causes

within City's control as reasonably and in good faith determined by City, the Warranty Period expires eighteen (18) months after the Equipment shipment date. "Warranty Period" means, with respect to a non-System transaction (such as the purchase of only Products without System Integration services), one (1) year from the date of shipment. "Warranty Period" means, with respect to Services, six (6) months from the date of performance of the Services.

1.3 Exhibits. The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through C will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"
Exhibit B Service Terms and Conditions for Maintenance and Support
Exhibit C Pricing Schedule

1.4 Representatives. Both Parties shall appoint a project manager who shall coordinate, review and insure performance by Motorola under this Agreement. The project manager appointed by City shall oversee the daily administration of the tasks to be performed by Motorola under this Agreement. Concerning Product only (non-System) transactions, Mark Herzog, or his successor, will serve as the Motorola project manager. Concerning major System transactions, Motorola will designate a Project Manager before project kickoff.

1.5 Eligible Purchasers. Eligible Purchasers may purchase Systems, Products or Services from Motorola using this Agreement. An Eligible Purchaser must refer specifically to this Agreement in its Transaction Document. An Eligible Purchaser placing an order using this Agreement has the same rights and responsibilities as City under this Agreement with respect to its purchase, but the Eligible Purchaser and not City is liable to pay for and perform the duties of City concerning its order.

1.6 Product Availability, Additions and Deletions. City may purchase any Products offered by Motorola that are shown in its then current published Price Book (which describes the available Products and their domestic list prices). City may purchase any third party "drop ship" Products that are then offered by Motorola. Because of the lengthy term of this Agreement, the Parties acknowledge that Products that are currently available may become discontinued and replacement or additional Products may become available. If so, Motorola may from time to time amend its Product offerings. Motorola will use reasonable efforts to communicate to City any planned Product discontinuations and any Product replacements or additions. Motorola shall provide City with access to the Motorola Electronic Catalog (Domestic List Pricing) ECAT online via the Internet through Motorola On Line ("MOL") throughout the term of this Agreement. City acknowledges such information is Motorola Confidential and Proprietary.

1.7 Concerning System transactions that exceed \$1,000,000 and that have a Motorola Project Manager assigned, Motorola will use reasonable efforts to provide City with access to a Motorola Extranet site that contains a copy of the "as executed" contract and other important project related documents relevant to System design and deployment. Such documents may

include the System Acceptance Certificate, contract amendments and change orders, drawings, etc.

II. TERMS AND CONDITIONS

2.1 Purchase and Sale.

2.1.1 Scope of Work. From time to time and as needed and requested by City, Motorola shall provide to City a written and binding proposal ("Proposal") for a System, Equipment, Services, and Software, including as applicable pricing, payment terms, delivery terms and technical specifications, statements of work, acceptance test plan, and other documentation necessary for the transaction which shall be stated on or attached to the Transaction Document. If City is interested in lease financing to pay all or some of the price, it will request a lease financing quote from Motorola or Motorola Credit Corporation.

2.1.2 Additional Products. City, by and through the City Manager, may submit purchase orders (or other form of Transaction Document) for the purchase of a System, Equipment, Software, Services, and related items contained in a Motorola Proposal and as specified in the Transaction Document. Each purchase order or other Transaction Document shall specifically refer to this Agreement and shall be an offer by City subject to Motorola's acceptance. Except for pricing, payment terms, delivery terms and technical specifications including Statements of Work, and other documentation necessary for the transaction which shall be stated on or attached to the Transaction Document, City and Motorola agree that the applicable terms of this Agreement will be the only terms and conditions that govern the purchase and sale of Systems, Products, Services, and/or Software identified on such purchase orders (or other form of Transaction Document).

2.2 Software Maintenance and Upgrades. For all new Systems staged at Motorola's Customer Center for System Integration ("CCSI"), Motorola will provide a quotation for optional software maintenance and software upgrade services.

2.2.1 Software Support and Equipment Maintenance Service. Software support services described below apply only for upgrade capable Motorola radio communication equipment that is in the City's configuration if so indicated in the Proposal for a new System transaction. If applicable, Motorola will provide a quotation for optional Software support during the Warranty Period, in addition to warranty coverage. Non-Motorola Software and Radio Service Software (RSS) are excluded.

2.2.2 During the Warranty Period, Motorola shall provide periodic Motorola Software Enhancement Releases applicable to Features currently provided to City by Motorola under a Software License Agreement, attached hereto as Exhibit A and incorporated herein by this reference. City is responsible for the purchase of additional hardware that is necessary to upgrade to the newly issued Enhancement Release.

2.2.3 If City elects to purchase optional Software Maintenance or Software Upgrade Services, Motorola shall provide those Standard Features included in a Core Release which apply to City's existing System components. City is responsible for the purchase and

license of additional products, hardware, and/or software that are necessary to migrate to a newly issued Core Release.

2.2.4 If City elects to purchase optional Software Maintenance or Software Upgrade Services, City may purchase Optional Features issued with a Core Release at a discounted price under a separate agreement. Once an Optional Feature is provided to City, City will be entitled under this Agreement to all Enhancement Releases for that Optional Feature.

2.2.5 Special Product Features previously developed by Motorola unique to City's System, if any, may require additional engineering effort to be incorporated into an Enhancement Release or Core Release so that the Special Product Feature will not be overwritten upon its installation. Upon written request, Motorola shall determine whether a Special Product Feature can be incorporated into an Enhancement Release or Core Release and whether additional engineering effort is required. City shall be responsible for all charges associated with any additional engineering required for each Enhancement Release or Core Release that it chooses to install. Such equipment and engineering may be provided pursuant to a separate agreement.

2.2.6 Motorola shall issue to City at the below address bulletins announcing Enhancement Releases and Core Releases, if applicable. If City desires to obtain the announced Enhancement Release or Core Release, City shall provide written notice to Motorola.

City of Beverly Hills
Information Technology
Attention: David Schirmer, Chief Information Officer
455 North Rexford Drive
Beverly Hills, CA 90210

2.2.7 Because Enhancement Releases may include minor performance enhancements, City is encouraged to periodically upgrade the Motorola Software operating on its System with the most current Enhancement Release (e.g., Astro25 version 7.9 to Astro25 version 7.10). City may choose not to install a new Software release, however, City acknowledges that by so choosing, it may limit or eliminate the applicability of future releases to its System.

2.2.8 Because the optional Software Maintenance or Software Upgrade Services include Enhancement Releases for only the Software versions that Motorola may be supporting during the term of this Agreement, City is encouraged to migrate the Motorola Software operating on its System to the most current Core Release (e.g., Astro25 version 7.9 to Astro25 version 7.11). If City's System is not maintained to the most current supported software version, all Core Releases and Enhancement Releases may not be compatible with City's existing System. Additional hardware, Motorola Software, and engineered modifications may be required if City desires to migrate to a particular Core Release or Enhancement Release. Such additional hardware, Motorola Software and engineering are not included as part of the Software Maintenance or Upgrade Program and may be provided pursuant to a separate Transaction Document. If the size and complexity of City's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of

installing a particular Core Release or Enhancement Release on the System, pursuant to a separate Transaction Document.

2.2.9 Motorola Software. Any Motorola Software furnished shall be licensed to City solely according to the terms and restrictions of the Software License Agreement attached as Exhibit "A." City hereby accepts all of the terms and restrictions of the Software License Agreement.

2.2.10 Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sub-license such Non-Motorola Software, in which case the Software License Agreement shall apply.

2.2.11 Equipment Acceptance. Concerning System transactions, Motorola will test the System in accordance with the Acceptance Test Plan if one is included in the Proposal. Concerning non-System or other transactions, no acceptance testing is provided unless the Proposal expressly states the contrary, but City has no duty to accept non-conforming Products or Products damaged in transit.

2.3 Pricing. The Pricing Schedule, attached hereto as Exhibit C, and incorporated herein by this reference, sets forth the applicable discounts from the Price Book and any discounts applicable to drop ship Products, and these discounts will apply to City's purchases for all Products. The Pricing Schedule also sets forth the per diem rates or other pricing for Services. Services rates and pricing are based upon a normal eight hour work day (excluding weekends, holidays, or other premium rate times) with a half-day minimum. Unless otherwise expressly stated in the written quotation or proposal, pricing will be on a firm, fixed price basis, applying the rates described above to the estimated types and amounts of Services. Beginning with calendar year 2015 and each calendar year thereafter during the term of this Agreement, Motorola may by notifying City increase these per diem rates by no more than 3%. Pricing for Systems will be specifically quoted. Pricing may include large project, system, or other discounts.

2.4 Purchase and Sale of Communications Systems

2.4.1 Scope of Work. For System transactions, Motorola will manufacture (or for third party drop ship Products will provide), assemble and integrate Equipment and Software, stage, test, deliver, and install the Communications System at sites designated by City, as specified in the Proposal. Provided that City issues to Motorola and Motorola actually receives by January 17, 2012 the Transaction Document, and provided further that City's sites are available and in installation ready condition (e.g., adequate space, electrical power, and the like), Motorola will complete infrastructure equipment manufacturing, installation, and functional testing by March 31, 2012. Functional testing means the infrastructure equipment (but not any subscriber equipment) powers on and can perform basic communication functionality. After functional testing is completed, the remaining tasks of the Acceptance Test Plan will be performed in accordance with the Project Schedule. As provided in Section 10.9, the Parties are to develop a mutually acceptable Project Schedule which will contain their 'reasonable and

agreed estimates of the dates or timeframes within which the major project milestones are to be performed.””

2.4.2 Communications System Maintenance and Support Service. At City’s option, City may purchase maintenance and support services from Motorola consistent with the terms and conditions set forth in Exhibit B, attached hereto and incorporated herein. If Motorola’s maintenance and support program for Systems, Products or Software is revised, such revisions will be reflected in the maintenance and support proposal or statement of work that Motorola presents to City. Pricing for these services will be as set forth in the Maintenance and Support Proposal and Transaction Document.

2.4.3 Installation and Site Conditions. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date of this Agreement. If Motorola and City determine during the course of performance of this Agreement that the sites identified in a Proposal are no longer available or desired, or, if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated on the specifications in the Proposal, Motorola and City will promptly investigate the conditions and jointly select replacement sites or adjust the installation plans and specifications as necessary. If Motorola and City determine that any change in sites, site availability, installation plans, or specifications will require an adjustment in the price specified in the Transaction Document, or in the time required for the performance of this Agreement, the Parties shall agree to an equitable adjustment in the price, performance schedule, or both; and the Transaction Document shall be modified in accordance with Section 2.7 of this Agreement.

2.4.4 System Acceptance. For System transactions, Motorola will test the Communications System in accordance with the Acceptance Test Plan included in the Proposal. System acceptance will occur upon the successful completion of such testing at which time both Parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both Parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. City and Motorola shall jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon punch list schedule. When all deliverables and other work (including punch list items) have been completed, “Final Project Acceptance” will occur and will be memorialized in a mutually executed certificate.

2.4.5 Notice of Acceptance Testing. Motorola shall notify City when a Communications System is ready for acceptance testing. Motorola and City shall commence acceptance testing within fifteen (15) business days after receiving such notification.

2.4.6 Training. As reasonably requested by City, Motorola shall provide a Proposal for training courses for City’s designated employees and pricing will be discounted 10% from what Motorola customarily charges for such training. Motorola shall provide all training and presentation materials, documents and equipment necessary to adequately provide the training courses. City agrees to notify Motorola immediately if a date change for a scheduled training program is required. A charge in an amount not to exceed 10% of the price of the class

cancelled, will apply to a training program rescheduled by City less than fourteen (14) business days prior to its scheduled start date. All training courses shall take place on site, or at such other location designated by City.

2.5 Professional Services. As reasonably requested by City, Motorola shall provide a Proposal for radio system engineering and design; civil engineering; radio site design and construction, and other professional services typically offered by Motorola. The scope of the Services and pricing shall be more particularly described in the Proposal. For transactions involving Services less than \$100,000, the pricing in Exhibit C, attached hereto and incorporated herein, will be used. Professional Services are generally estimated and proposed on a firm, fixed price basis and may include System, large project, customer loyalty, or other discounts.

2.6 Additional Services.

2.6.1 Motorola shall provide services for the Equipment in accordance with the following standards: (i) Motorola shall use parts or parts of equal quality that are new or are warranted as "like new;" (ii) the Equipment shall be serviced at levels set forth in Motorola's product manuals; and (iii) Motorola shall follow routine service procedures that are prescribed by Motorola for its products.

2.6.2 All Additional Products purchased by City from Motorola which are part of the Communications System or of similar type as the Equipment covered under this Agreement, shall automatically be subject to the same service provisions set forth herein. If these Additional Products are to be added to a Maintenance and Support Agreement during the Warranty Period for those Additional Products or after it expires, then that Maintenance and Support Agreement will be so amended and the maintenance services will be billed at the applicable rates consistent with the Maintenance and Support Agreement.

2.6.3 Upon discovery of any lost, damaged or stolen Equipment that is part of the System and covered under a Maintenance Agreement, City shall notify Motorola in writing within ten (10) business days of such occurrence. City's obligation to pay fees in connection with service for such Equipment shall terminate immediately upon Motorola receiving such written notice.

2.6.4 City shall notify Motorola immediately of any Equipment failure. Motorola shall respond to City's notification in a manner consistent with the level of service purchased as indicated in the Proposal, Maintenance Agreement, and Transactional Documents.

2.7 Services Excluded Under the Maintenance Support Services Agreement.

2.7.1 Motorola shall not provide Services for the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids.

2.7.2 Unless specifically included in the Proposal, and subsequent agreements, Services do not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, or the worldwide web.

2.7.3 Unless specifically included in the Proposal and subsequent agreements, Services of Equipment do not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries and computer supplies.

2.7.4 Services do not include reprogramming of Equipment; accessories, belt clips, or battery chargers; custom or Special Products; modified units; or software.

2.8 Time and Place of Service. Services shall be provided at the location specified in the Proposal and Transaction Document. When Motorola performs Services at the Equipment's location, City agrees to provide Motorola, at no charge, a non-hazardous environment (similar to that provided for its own employees) for work with shelter, heat, light, and power and with full and free access to the Equipment. City shall provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement. Unless otherwise specified in the Proposal and subsequent agreements, the hours of Service will be between the hours of 7:00 a.m. to 6:00 p.m., excluding weekends and City holidays. In the event of Equipment failure which effects public safety as determined by City, Motorola shall provide Service at any time, including outside the working hours as set forth herein, but Motorola may charge overtime rates totaling 125% of the normal cost for such Services.

2.9 Change Orders. Upon written notice to Motorola, City may change within the general scope of a Transaction Document the Statement of Work or Equipment List, including, but not limited to: the quantity of items; the plans; specifications; descriptions: data: schedules; the time: method; place of delivery; or the method of shipment or packaging. Upon receipt of City's notice of a change and provided Motorola can reasonably perform the change, Motorola shall proceed promptly to prepare a change order document for mutual execution in accordance with the terms of the notice. If any change causes an increase or decrease in the cost of performance, or in the time required for performance, City and Motorola shall promptly negotiate an equitable price adjustment which will be reflected in the change order document. Motorola shall promptly deliver to City an initial written statement showing the effect of and reasons for the change in the price and in the delivery or performance date(s).

III. LICENSES

3.1 FCC Licensing. City is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees are agents or representatives of City in FCC matters or otherwise. If requested, Motorola shall assist in the City's preparation and filing of FCC license applications at no charge to City. City acknowledges that project implementation is predicated on receipt of proper FCC licensing. Absent proper FCC licensing, equipment may be installed and tested pursuant to the acceptance test plan, and shall be left in a dormant state, with antenna feedlines disconnected.

3.2 Other Licenses and Permits. Unless the Transaction Document (including any Statement of Work) provides to the contrary, Motorola shall obtain all permits required by other agencies (Federal, State, and County) for the performance of work described in a Transaction Document. All permits and licenses relating to Motorola's business shall be at the expense of

Motorola. City shall assist in the preparation of applications for permits issued by City. City shall procure any necessary construction permits, building permits, zoning variances, provide access to the sites identified in a Proposal and shall have such sites available for installation of the Equipment by Motorola in accordance with the Proposal. Permit fees to City shall be waived.

3.3 Disclaimer of License. Except as explicitly provided in the Motorola Software License Agreement, nothing in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license or right under any patents, patent applications, copyrights, trademarks, trade secrets or other intellectual property of Motorola. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to City the Equipment, Software, or related services remain vested exclusively in Motorola and Motorola does not grant to City any right, title or interest in Motorola's Proprietary Rights.

IV. CONFIDENTIALITY

During the term of this Agreement, the Parties may provide to each other Confidential Information. Neither Party shall disclose, publish, or authorize others to disclose or publish the Confidential Information of the other Party, which may include design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Motorola by City or other information to which Motorola or the City has had access during the term of this Agreement without the prior written approval of the City Attorney or Motorola during the term of this Agreement and for a period of two (2) years after the termination of this Agreement. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement. Any and all information deemed Confidential Information by Motorola must be clearly marked as such. This provision is subject to the California Public Records Act.

V. DEFAULT AND TERMINATION

5.1 Default. If City through its Chief Information Officer deems that Motorola is in default for failure to supply an adequate working force, or service of proper quality, or has failed

in any other respect to deliver the Products or satisfactorily perform the Services specified in a Transaction Document, the Chief Information Officer may give written notice to Motorola specifying the alleged defaults to be remedied within thirty (30) days and such notice shall set forth the basis for any dissatisfaction and suggest corrective measures.

5.1.1 Motorola will remedy the defaults set forth in the written notice from the Chief Information Officer within thirty (30) days or provide a remedial cure plan and schedule that is acceptable to City if the remedy cannot be completed within thirty (30) days. If Motorola does not remedy the default to the reasonable satisfaction of the Chief Information Officer within the agreed time frame, then City may terminate the Transaction Document, provide for such service from another provider, and recover from Motorola actual damages reasonably incurred by City as a result of Motorola's uncured default. In addition, City may withhold any money due or which may become due to Motorola for such task related to the claimed default until the damage amount owed is settled.

5.1.2 If City fails to perform a material obligation under this Agreement, Motorola may give a written notice to City specifying the alleged default to be remedied and such notice (except for a notice concerning non-payment) shall set forth the basis for the alleged default and may suggest corrective measures. Except concerning non-payment which must be resolved immediately and in accordance with section 6.3, City will remedy the default set forth in the written notice from Motorola within thirty (30) days or provide a remedial cure plan and schedule that is acceptable to Motorola if the remedy cannot be completed within thirty (30) days.

5.2 Termination Without Cause. Notwithstanding paragraph 5.1, City reserves the right and may elect to terminate this Agreement at any time without cause upon thirty (30) days prior written notice. At such time, City will not issue any additional Transaction Documents and the Parties will meet and confer to determine whether any open Transaction Documents should be completed or terminated. If an open Transaction Document is terminated, Motorola will be compensated only for those Products ordered and delivered and the Services which have been satisfactorily completed through the effective date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement without cause.

VI. PAYMENT

6.1 Fixed Fee Contract Price. Unless a Proposal or Transaction Document expressly states to the contrary, Motorola's pricing will be on a firm fixed price basis, exclusive of sales and similar taxes but inclusive of ground freight.

6.2 Billing. Motorola shall submit an itemized billing to City for approval prior to receiving compensation for System milestones, Equipment, Software, and Services. Billing shall include a brief itemization and summary of total price for that invoice.

6.3 Invoicing.

6.3.1 Motorola shall submit invoices to City as described in this Section 6.3. Each invoice shall reference this Agreement, contain a description of the Products delivered or

Services performed that are the subject of the invoice, and will be submitted to the following address:

City of Beverly Hills
Information Technology
Attention: David Schirmer, Chief Information Officer
455 North Rexford Drive
Beverly Hills, CA 90210

6.3.2 For System or System expansion transactions, the following payment terms will apply unless the specific Transaction Document has different payment milestones.

1. 20% of the Contract Price upon execution (or issuance) of the Transaction Document;
2. 20% of the Contract Price upon completion of contract design review;
3. 25% of the Contract Price upon shipment of equipment;
4. 25% of the Contract Price upon completion of installation;
5. 10% of the Contract Price upon Final Project Acceptance.

For other non-System transactions, Products will be invoiced as the Products are shipped and Services are invoiced as performed on a monthly basis unless the specific Transaction Document has different payment terms. City shall pay Motorola amounts billed, less disputed costs, if any, within 30 calendar days following receipt of the required invoice.

6.3.3 Motorola reserves the right to make partial shipments of Equipment and to request payment upon receipt and inventory of such Equipment.

6.4 Excess Costs. In the event Motorola incurs costs in excess of the total price without a written amendment, City shall not be responsible for, nor shall be required to pay, any part of such excess and Motorola shall have no claim against City on account thereof.

6.5 Records and Audit. Except for proprietary or trade secret information, records of Motorola's invoices pertaining to the work and records of accounts between City and Motorola shall be kept on a generally recognized accounting basis and, except for cost data or other confidential and proprietary information, shall be made available for inspection and audit as described immediately below. Motorola shall permit the authorized representatives of City and if City's funding for the purchase is from a grant, then the applicable government granting agency auditors if so required by the grant, to inspect and audit all such records of Motorola relating to its contractual performance concerning a Transaction Document for five (5) years from the date the transaction described by the Transaction Document is completed. Agreements with Motorola's subcontractors shall include provisions for such audits, as applicable. For purposes of audit, the date of completion shall be the date of City's payment for Motorola's final billing (so noted on the invoice) under the Transaction Document, or a period of ninety (90) days from the date of City's Notice of Final Acceptance, whichever occurs first.

VII. LIMITATION OF LIABILITY

Except for personal injury, property damage or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the greater of the price of the Equipment or Services with respect to which losses or damages are claimed or \$250,000. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This Limitation of Liability will survive the expiration or termination of this Agreement.

VIII. WARRANTIES

8.1 General Provisions. Motorola warrants that when delivered all the equipment items ordered will conform to the manufacturer's applicable plans, specifications, descriptions, drawings, data, and samples; will be of good workmanship and material; and free from material defect. Concerning System transactions when Motorola designs the System, Motorola entirely assumes design responsibility, warrants during the Warranty Period that the System is free from material design defect and conforms as specified in the Transaction Document. Motorola's warranties, including services, shall not be deemed as the exclusive or sole warranty for any item ordered. City's inspection, approval, acceptance, use of, or payment for all or any part of the item ordered shall not affect its warranty rights, regardless of whether a breach of warranty was evident at the time.

8.2 Warranty for Motorola Equipment. During the Warranty Period, Motorola warrants the Motorola manufactured Equipment against material defects in materials and workmanship under normal use and service. If a written warranty claim is made, Motorola, at its option, will at no charge to City repair the Product with new or reconditioned parts, replace it with the same or equivalent Product, or refund the purchase price of the Product during the Warranty Period. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

8.3 Warranty for Motorola Communications Systems. During the Warranty Period, Motorola warrants that a Communications System will function in accordance with the specifications contained in the Statement of Work portion of the Transaction Document pursuant to which the Communications Systems is purchased. During the Warranty Period, Motorola will provide Services in accordance with the Transaction Document.

8.4 Software Warranty. During the Warranty Period, Motorola warrants the Motorola Software against defects in accordance with the terms of the Software License Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

8.5 Warranty for Professional Services. During the Warranty Period, Motorola warrants the Services that are professional in nature such as field engineering or project management (the "Professional Services") shall be performed in a professional manner and will conform to professional standards. If a written warranty claim is made, Motorola at its option will at no charge to City either re-perform the defective Services or refund the price for the defective Services.

8.6 Third Party Warranty. To the extent transferable, Motorola shall transfer to City all of its rights to and interests in the manufacturer's warranty or guarantee for each item delivered or installed under the Agreement that is provided to Motorola from the manufacturer. Where applicable, City shall be named as the owner - beneficiary in any warranty or guarantee. Motorola shall deliver to City all the written material comprising the manufacturer's warranty or guarantee that it receives from the manufacturer. Motorola shall ensure that each warranty or guarantee is in full force and effect from the date City starts operating or using the item. All manufacturers' warranties or guarantees shall be in addition to Motorola's warranty under this Agreement but shall not diminish any rights or remedies that Motorola has against the manufacturer.

8.7 Limitations. This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product, Equipment, Software, Services or System for purposes of commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. Motorola assumes no obligation or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Motorola cannot be responsible in any way for reasons or parties beyond Motorola's control or for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each System which may use the Product is unique, Motorola disclaims liability for range or coverage, except as provided in the Acceptance Testing Plan. Further, these warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized by Motorola; City's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship or negligence by Motorola; (iii) Equipment that has had the serial number intentionally removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.8 Disclaimer of Implied Warranties. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE SYSTEMS, EQUIPMENT, MOTOROLA SOFTWARE, AND SERVICES PROVIDED UNDER A TRANSACTION DOCUMENT COVERED BY THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. INSURANCE AND INDEMNIFICATION

9.1 Public Liability and Property Damage Insurance.

9.1.1 At its own expense, Motorola shall obtain, pay for and maintain during the life of the Agreement an "occurrence" policy for Commercial General Liability (including Contractual Liability) and for Automobile Liability which shall protect it and City from claims for injuries and damages. The policy shall include the City of Beverly Hills, its officers, representatives, and employees as additional insureds under the policy in the following amounts:

A. COMMERCIAL GENERAL LIABILITY INSURANCE in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for personal injuries, including accidental death, to any one person; property damage insurance in an amount not less than Five Million Dollars (\$5,000,000); or a combined single limit of insurance for the above coverages in an amount not less than Five Million Dollars (\$5,000,000); and

B. AUTOMOBILE LIABILITY INSURANCE endorsed for all vehicles (whether rented, leased, hired, scheduled, owned or non-owned), in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for personal injuries, including accidental death, to any one person; property damage insurance in an amount not less than Two Million Dollars (\$2,000,000); and subject to the above limits and combined single limit of insurance in an amount not less than One Million Dollars (\$2,000,000).

9.1.2 At all times, the insurance company issuing the policy shall be an "admitted" insurer in the State of California or an eligible surplus line insurer registered with the California Department of Insurance; shall be domiciled within, and organized under the laws of, a state of the United States; and shall carry an A.M. Best & Company minimum rating of "A:VII."

9.1.3 All policies shall contain a "Separation of Insured" clause and a "Primary Coverage" clause for any loss arising out of or caused by Motorola's performance of the Agreement.

9.1.4 Motorola shall deliver to City a "certificate of insurance" and a blanket "additional insured endorsement", both documents executed by the insurance carrier or its authorized representative, on an Acord form (2009/09), which set forth the above provisions.

9.1.5 The certificate of insurance shall state: "The City of Beverly Hills, its officers, and employees are added as additional insureds with respect to the Commercial General liability policy. This insurance is primary to the coverage of the City of Beverly Hills. The insurance shall apply separately to each insured." The blanket endorsement is an ISO C6 2010 blanket endorsement form.

9.2 Workers' Compensation Insurance.

9.2.1 Motorola understands and agrees that all persons furnishing services to City under this Agreement are, for the purpose of workers' compensation liability, employees solely of Motorola or its contractors and sub-contractors and not of City. Motorola or its

contractors or sub-contractors shall bear the sole responsibility and liability for furnishing workers' compensation benefits to its employees, or anyone it directly employs, for injuries arising out of or connected with services performed on behalf of Motorola.

9.2.2 At its own expense, Motorola shall obtain, pay for, and maintain for the duration of the Agreement, complete workers' compensation insurance. Motorola shall provide proof of workers' compensation coverage by delivering to City either an insurance certificate or a certificate of consent to self-insure. The City shall not be responsible for any claims at law or in equity caused by Motorola's failure to comply with this paragraph.

9.3 Motorola's Failure to Obtain, Pay For, or Maintain Insurance.

9.3.1 Motorola shall deliver to City the required certificate(s) of insurance and endorsement(s) upon execution of this Agreement. In addition, Motorola shall notify City at least thirty (30) days in advance of any policy cancellation, termination or reduction of the stated limits.

9.3.2 Motorola's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which City may immediately terminate or suspend this Agreement upon written notice to Motorola. In the event of any termination or suspension, City may use the services of another service provider, without City's incurring any liability to Motorola.

9.4 Indemnification.

9.4.1 Motorola shall indemnify, defend and hold harmless, to the maximum extent permitted by law, City and its officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), costs and expenses (including reasonable attorney's fees, litigation, mediation, appeal expenses) (collectively, "Liabilities"), which may accrue against City to the extent the Liabilities are caused directly or indirectly by Motorola's negligence, recklessness or intentional acts of misconduct, or that of its employees, subcontractors, or agents.

9.4.2 Motorola's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Motorola whether such Liabilities accrue, or may be discovered, before or after termination of this Agreement.

9.4.3 Motorola's failure to comply with this section's provisions shall constitute a material breach upon which City may immediately terminate or suspend this Agreement.

9.5 Patent and Copyright Infringement.

9.5.1 Motorola will defend at its expense any suit brought against City to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a U.S. patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: City

promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. Subject to the same conditions, Motorola will pay all damages finally awarded against City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

9.5.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for City the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant City a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

9.5.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) a modification of the Motorola Product by a party other than Motorola; (d) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (e) the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to City extend in any way to royalties payable on a per use basis or the City's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from City from sales or license of the infringing Motorola Product.

9.5.4 This Section provides City's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. City has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

X. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. No modification or amendment of this Agreement shall be effective unless evidenced by a writing signed by both Parties.

10.2 Conflicting Terms. In the event of a conflict between the terms of this Agreement, the attached Exhibits, or Transactional Documents, those of this Agreement shall prevail.

10.3 Headings and Section References. The headings given to the sections of this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular Section to which the heading refers.

10.4 Assignment.

10.4.1 Excluding Eligible Purchasers, nothing under this Agreement shall be construed to give any rights or benefits to any party other than City and Motorola and all duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of City and Motorola, and not for the benefit of any other party. Motorola shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without City's prior written consent, except that Motorola may assign this Agreement to its affiliates or its right to receive payment without the prior consent of City, but no such assignment by Motorola will relieve Motorola of any of its obligations under the Agreement. Such consent shall not be unreasonably withheld or delayed. Any attempted assignment or delegation shall be void and totally ineffective for all purposes. In addition, in the event Motorola separates one or more of its businesses (a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of City and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties and obligations under this Agreement.

10.4.2 In the event City consents to an assignment or delegation, the assignee, delegatee, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

10.5 Successors and Assigns. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

10.6 Resolution of Disputes. City and Motorola will attempt to settle any controversy or claim that arises from this Agreement (including any modifications and exhibits), through consultation, negotiation or voluntary mediation in good faith and a spirit of cooperation. Any dispute that cannot be resolved between the parties through consultation, negotiation or mediation may be submitted by either Party to a court of competent jurisdiction in the State of California. Each Party consents to jurisdiction over it by such a court in Los Angeles County.

10.7 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees in addition to any other relief to which he, she or it may be entitled.

10.8 Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

10.9 Time is of the Essence. Whenever a task is to be performed by a Party, it shall be performed consistent with any time constraints set forth in the applicable Transaction

Document including exhibits, time being considered of the essence of this Agreement. Notwithstanding the preceding sentence, Motorola shall provide a detailed Project Schedule, which are the Parties' reasonable and agreed estimates of the dates or timeframes within which the major project milestones are to be performed.

10.10 Notices. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a Party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should City or Motorola have a change of address, the other Party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from Motorola to City shall be given to City addressed as follows:

CITY: Information Technology
Attention: David Schirmer, Chief Information Officer
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
Tel: 310-285-2590

Motorola: Mark Herzog
Motorola Solutions
28683 Canyon Oak Drive
Highland, CA 92346
909-862-3206

10.11 Non-Discrimination in Employment. Motorola certifies and agrees not to discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability. Evidence of discrimination shall be sufficient cause for termination of this Agreement under Article 5.

10.12 Severability. Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

10.13 Waiver of Breach. The waiver of either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10.14 Force Majeure. Neither Party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any

cause, existing or future, beyond the reasonable control of such Party which include but are not limited to acts of God, weather conditions, compliance with laws and regulations, fire, labor disputes or civil unrest ("Force Majeure"). Any delays beyond the control of either Party shall automatically extend the time schedule as set forth in this Agreement (or a Transaction Document) by the period of any such delay.

10.15 Authority. Each Party warrants that the person executing this Agreement is an authorized agent of such Party who has actual authority to bind such Party to each and every term, condition and provision of this Agreement, and that all requirements have been fulfilled to provide such actual authority.

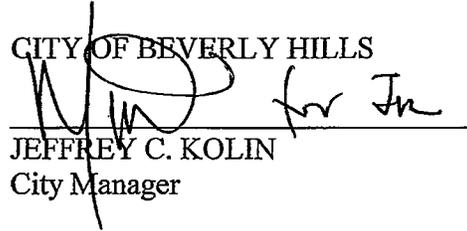
10.16 Title and Risk of Loss. For System transactions, title to the Equipment will pass to City upon delivery of the Equipment, except that title to Software will not pass to City at any time. For non-System transactions title to the Equipment will pass to City upon shipment of the Equipment. For all transactions risk of loss concerning Equipment will pass to City upon delivery of the Equipment to the facilities designated by City.

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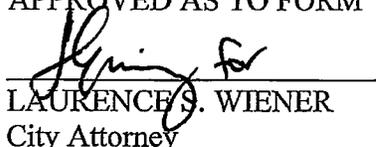
10.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

Executed the 17th day of January, 2012 at Beverly Hills, California.

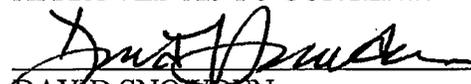
CITY OF BEVERLY HILLS


JEFFREY C. KOLIN
City Manager

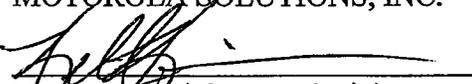
APPROVED AS TO FORM


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

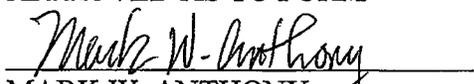

DAVID SNOWDEN
Chief of Police

MOTOROLA SOLUTIONS, INC.


Name: KELLY KIRWAN
Title: Vice President


Name: BRUCE MARLETY
Title: Assistant Secretary

APPROVED AS TO FORM


MARK W. ANTHONY
Title: Sr. Commercial Counsel


KARL KIRKMAN
Risk Manager

Exhibit A
SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement (“Agreement”) is between Motorola Solutions, Inc., (“Motorola”), and the City of Beverly Hills, California (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.
- 1.5 “Primary Agreement” means the agreement to which this exhibit is attached.
- 1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola’s delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the Software and Documentation.

Section 3 GRANT OF LICENSE

- 3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in

Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on

a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation.

Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1 **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2 **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4 **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5 **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6 **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7 **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT B
Service Terms and Conditions
Applicable to Maintenance and Support Services

Motorola Solutions, 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 either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means in this Exhibit B with reference to Maintenance and Support Services 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 covered by Maintenance and Support and is specified in the attachments or is subsequently added to this Agreement.

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

Section 3 ACCEPTANCE

City accepts these Service Terms and Conditions for Maintenance and Support Services and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. 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.

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

Services shall be provided at the location specified in the Proposal and Transaction Document. When Motorola performs Services at the Equipment's location, City agrees to provide Motorola, at no charge, a non-hazardous environment (similar to that provided for its own employees) for work with shelter, heat, light, and power and with full and free access to the Equipment. City shall provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement. Unless otherwise specified in the Proposal and subsequent agreements, the hours of Service will be between the hours of 7:00 a.m. to 6:00 p.m., excluding weekends and City holidays. In the event of Equipment failure which effects public safety as determined by City, Motorola shall provide Service at any time, including outside the working hours as set forth herein, but Motorola may charge overtime rates totaling 150% of the normal cost for such Services.

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

Unless alternative payment terms are stated in this Agreement, Motorola will invoice City in advance for each payment period. All other charges will be billed monthly, and City must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. City will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

For Maintenance and Support, 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

10.1.1 If City through its Chief Information Officer deems that Motorola is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to deliver the Products or satisfactorily perform the Maintenance and Support Services specified in a Transaction Document, the Chief Information Officer may give written notice to Motorola specifying the alleged defaults to be remedied within thirty (30) days and such notice shall set forth the basis for any dissatisfaction and suggest corrective measures.

10.1.2 Motorola will remedy the defaults set forth in the written notice from the Chief Information Officer within thirty (30) days or provide a remedial cure plan and schedule that is acceptable to City if the remedy cannot be completed within thirty (30) days. If Motorola does not remedy the default to the reasonable satisfaction of the Chief Information Officer within the agreed time frame, then City may terminate the Transaction Document, provide for such Maintenance and Support Service from another provider, and recover from Motorola actual damages reasonably incurred by City as a result of Motorola's uncured default. In addition, City may withhold any money due or which may become due to Motorola for such Maintenance and Support task related to the claimed default until the damage amount owed is settled.

10.1.3 If City fails to perform a material obligation under this Agreement, Motorola may give a written notice to City specifying the alleged default to be remedied and such notice (except for a notice concerning non-payment) shall set forth the basis for the alleged default and

may suggest corrective measures. Except concerning non-payment which must be resolved immediately and in accordance with section 8 above, City will remedy the default set forth in the written notice from Motorola within thirty (30) days or provide a remedial cure plan and schedule that is acceptable to Motorola if the remedy cannot be completed within thirty (30) days. If City does not remedy the default to the reasonable satisfaction of Motorola within the agreed time frame, then Motorola may terminate the Transaction Document or recover from City actual damages reasonably incurred by Motorola as a result of City's uncured default.

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 Maintenance and Support 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.** 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

12.1 This Agreement supersedes the terms and conditions for Maintenance and Support Services for all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Maintenance and Support 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.

12.2 City agrees to reference this Agreement on any purchase order for Maintenance and Support Services and issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is 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.

13.2 Unless otherwise agreed in writing, no commercial 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

FCC Licensing by City is covered in Section 3.1 of the Agreement to which this is attached as Exhibit B. City is solely responsible for obtaining licenses or other authorizations required by 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. City will safeguard all such property while it is in City's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. 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 Unless otherwise stated in this Exhibit B, the general terms set forth in sections 10.1-10.17 of the Agreement apply.

17.2 SUBJECT TO CITY OBTAINING ITS NECESSARY APPROVALS, THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.3 If Motorola provides Maintenance and Support Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and City agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

**Exhibit C
Pricing Schedule**

For product orders made under this Agreement, product pricing and discounts shall be the same as the product pricing and discounts under the Los Angeles County master agreement (Contract No. MA-IS-43070-10, effective through June 30, 2012 but subject to extensions). If this Los Angeles County master agreement is replaced with a successor contract, then for all products (other than LTE products) the product pricing and discounts for orders made under this Agreement shall be the same as the product pricing and discounts under the successor contract.

LIST OF SERVICES AND PRICING

Simulcast System Upgrade to ASTRO 25

Equipment	\$ 633,222.00
Implementation	\$ 478,330.00
<u>Performance Bond</u>	<u>\$ 8,953.00</u>
System Subtotal	\$1,120,505.00
Tax on Equipment	\$ 55,407.00
Grand Total	\$1,175,912.00

(Rates for Other Services, Effective through December 31, 2014)

Project Manager:	\$1,600 per day
Engineer:	\$1,600 per day
System Technologist:	\$1,575 per day
Field Service Operations:	\$1,550 per day

Attachment 2

PROPOSAL FOR RADIO PROGRAMMING SERVICES RELATED TO NARROW- BANDING AND P25 COMPLIANCE

BID NO. 13-08



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

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SECTION 1

BID FORM

Please see the completed Bid Form, attached below.



Bid No. 13-08
Radio System Programming, Narrow-Banding and P25 Compliance

BID FORM

(Must be Completed by Respondent)

The undersigned proposes to furnish all services set forth herein, subject to all conditions outlined in the RFP, at the rate indicated below:

BID PROPOSAL: \$180,453.23 (hardware, software, and equipment (including applicable sales tax, shipping and handling fees)

 \$423,111.00 (services)

 \$603,564.23 (estimated lump sum total)

PAYMENT TERMS: Per the Beverly Hills Master Purchase and Service Agreement

WARRANTY: One-year warranty for templates only. Warranties are covered in the definition of Warranty Period and Article VIII of the Master Agreement.

EXCEPTIONS / Please see Section 8.1 of our response for all clarifications.
DEVIATIONS _____
FROM RFP: _____

COMPANY NAME: Motorola Solutions, Inc.

ADDRESS: 6450 Sequence Drive, San Diego, CA. 92121

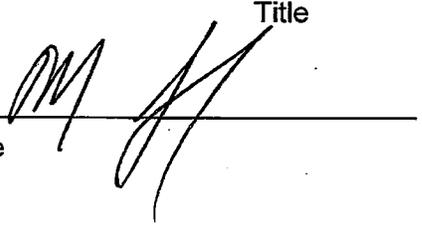
TELEPHONE: 909-862-3206 E-MAIL: m.herzog@motorolasolutions.com

SUBMITTED BY: Mark Schmidl MSSSI Vice President

Name

Title

Signature



SECTION 2

STATEMENT OF INTEREST

Please see a formal Transmittal Letter, attached below.



Motorola Solutions, Inc.
6450 Sequence Drive
San Diego, CA 92121
U.S.A.

October 9, 2012

Tania Schwartz
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210

RE: RFB No. 13-08, Radio Programming Services

Dear Ms. Schwartz:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Beverly Hills with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that we feel will best meet your needs for this project.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for Programming Services, P25 Flashing, and Narrow-Banding.

This proposal consists of this cover letter together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter. Due to the extremely short time allocated for this project, Motorola is requesting the use of The Master Purchase and Service Agreement between The City of Beverly Hills and Motorola to govern the transaction and serve as the terms and conditions of this sale. This agreement was entered into on January 17th, 2012 for procurement of the grant funded P25 replacement trunked system, Beverly Hills agreement number 15-12. The term of this Master Purchase and Service Agreement expires December 31, 2012, but Motorola will agree to extend the term for at least an additional year.

Motorola has interpreted your RFB to the best of our ability and provided a response that we feel best meets the City's needs. Motorola has provided a schedule that will first address the FCC required narrow-banding. After narrow-banding has been addressed; the balance of the work will be completed in the time frame outlined in the Motorola project schedule provided in our response.

Beverly Hills may accept the proposal by delivering to Motorola a Purchase Order incorporating by reference the Motorola proposal. Alternatively, Motorola would be pleased to address any concerns Beverly Hills may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Mark Herzog, phone 909-862-3206.

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

Sincerely,
MOTOROLA SOLUTIONS, INC.



Mark Schmidl
MSSSI Vice President

GENERAL FIRM AND CONTACT PERSON

Firm Contact Information

Our local office is located in downtown Los Angeles:

725 South Figueroa Street
Suite 1855
Los Angeles, CA 90017
213-362-6706
213-627-3379

Contact Person

The contact person for our response to the City of Beverly Hills' RFB is Mark Herzog. His contact information is:

28683 Canyon Oak Drive
Highland, CA 92346

Phone: 909-862-3206
Fax: 909-862-0298
Email: m.herzog@motorolasolutions.com



COMPANY BACKGROUND AND EXPERIENCE

4.1 MOTOROLA SOLUTIONS, INC. – CORPORATE OVERVIEW

Motorola Solutions is a global leader in providing mission-critical communication solutions, products, and services for the public safety, government and enterprise markets consisting of retail, energy and utilities, transportation, manufacturing, healthcare and other commercial customers.

Motorola’s market leadership in public safety communications provides solutions from infrastructure to applications to two-way radios and mobile computing devices. Motorola also produces advanced data capture devices such as barcode scanners and RFID (radio-frequency identification) products, as well as professional and commercial two-way radios and solutions for business enterprise markets. Motorola also develops and delivers unlicensed wireless broadband capabilities and wireless local area networks (WLAN) for the retail enterprise market.

Since 1928, Motorola has been committed to innovation in communications and electronics. In its 83-year history, Motorola has proudly served the public safety and government markets by providing reliable mission-critical interoperable wireless communications systems, products, and services. Our 23,000 employees worldwide are focused exclusively on our public safety, government and enterprise customers. We stand by our commitment to innovation through an annual investment of over \$1 billion a year in Research & Development in order to improve our solutions and to create future technologies for the customers and markets we serve. We have design centers around the globe that focus on human dynamics, functionality of products and systems, application development, and the improvement of advanced IP platforms.

From the development of our first public safety two-way vehicular radio in 1931, to the advanced digital trunking and LTE networks being deployed today, Motorola is very proud of its heritage and ability to provide reliable communications for our customers. We will provide the same level of performance to the City of Beverly Hills.

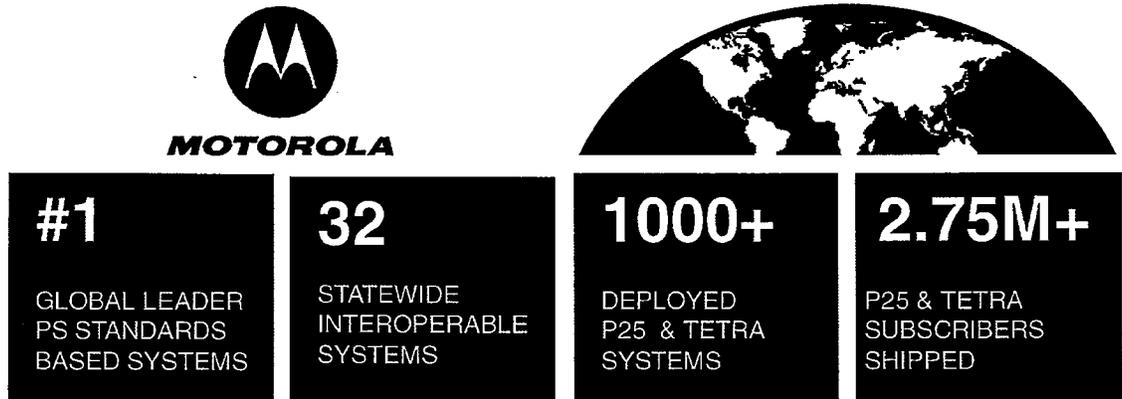
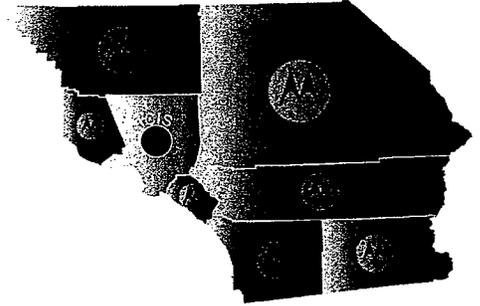


Figure B-1: Motorola is the Global Leader in Standards-Based Mission Critical Communications Systems

4.2 REGIONAL AND LOCAL EXPERIENCE

Motorola's dedication to the Los Angeles region is shown best by the number of systems we have implemented and the agencies we serve. Motorola has provided and continues to provide mission-critical communications equipment and systems to over 75 of the 81 public safety agencies that make up the first responders corps within the County of Los Angeles—over 86%. In addition to having the local resources with the experience and expertise to deploy these systems, Motorola and its authorized service partners provide an unmatched network of service providers that deliver proven equipment and system maintenance services to maintain the communications of LA County's public safety agencies.

In addition to the systems deployed in Los Angeles County, Motorola has been entrusted to deploy *all* of the regional multi-agency public safety interoperable communications systems in Southern California. Motorola's tradition of successful implementations in Southern California has resulted in regional systems in every county.



SECTION 5

COMPANY FINANCIAL INFORMATION

Please see Motorola Solutions' 2011 Annual Report, attached below.

City of Beverly Hills
Proposal For Radio Programming Services Related to Narrow-Banding and P25 Compliance
CA-12P167A



Motorola Solutions Confidential Restricted

9 October 2012
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Company Financial InFormation 5-1

RESPONDENT'S REFERENCES

The work and materials requested by the City of Beverly Hills in this solicitation is considered Motorola's core business. We have designed, implemented, and installed over 300 Project 25 systems for state, county, and city governments—hundreds more than any other company.

System Implementation References

The references listed below included complete systems, including the installation of radio infrastructure, dispatch operator positions, antenna systems, microwave, and subscribers.

Table 6-1: References of system implementations of the last three years.

Agency / work performed	Contact
City of Beaumont, CA. P25 Trunked System 800 MHz	Kari Mendoza, 951-769-6062
City of Pasadena, P25 Trunked System 470 MHz	Steve Page, 626-744-7811
City of Palm Springs, P25 Trunked System 800 MHz	Dora Melanson, 760-323-8109

System Narrowbanding References

Motorola narrow-banded the infrastructure of the below cities, and assisted with template preparation.

Table 6-2: References reflecting similar work to those of the City.

Agency / work performed	Contact
City of Glendale, Narrow-Banding Infrastructure 470 MHz	Steve Hronek, 818-548-6444
City of Burbank, Narrow-Banding Infrastructure 470MHz	James Floyd, 818-238-3604
Culver City, Narrow-Banding Infrastructure 470MHz	Capt Bill Heins, 310-253-6840

If requested, we can provide the City with additional references.



SCOPE OF WORK

This Scope of Work (SOW) describes the deliverables to be furnished to the City of Beverly Hills. The tasks described herein will be performed by Motorola, its subcontractors, and the City of Beverly Hills to implement the solution described in the Project System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and the City during the project implementation. Specifically, this SOW provides:

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

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

7.1 PROJECT SYSTEM DESCRIPTION

Motorola will supply software and services to reprogram and narrow-band the portable and mobile radio units identified in the City's RFB 13-08, Section 5-3.8. This includes specifying the factory ordering for a quantity 823 P25 Flash port upgrade kits and quantity 223 software refresh upgrade kits. Six additional software refresh kits for the APX series radios will be provided via on-line services.

Regarding Section 5-2.1(c) 5 "Convert one UHF Quantar repeater (City-supplied) to a VHF standalone repeater," Motorola is offering a new GTR 8000 VHF standalone repeater for operation in the 158-174 MHz band with a duplexer capable of supporting transmit and receive frequency separation of 1.5 MHz or greater.

In addition to the portable and mobile radio upgrades, Motorola will reprogram / narrowband the infrastructure equipment identified in Section 5-4 "Task 2 Infrastructure" for analog narrow band operation.

7.2 ASSUMPTIONS

Motorola has based the system design on information provided by the City of Beverly Hills and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the City of Beverly Hills, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

Motorola assumes:

- Existing subscriber equipment is in good working order and will meet published operational specifications.
- Any defective subscriber equipment will be set aside and delivered to the City of Beverly Hills for corrective action.
- Existing fixed equipment is in good working order and will meet published operational specifications.
- Any defective fixed equipment will be noted and Motorola will notify the City of Beverly Hills for corrective action.
- Existing antenna systems (for both fixed and mobile applications) are in good working order.
- Any defective antenna system equipment discovered during the upgrade process will be noted and Motorola will notify the City of Beverly Hills for corrective action.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the City's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

7.3 CONTRACT

7.3.1 Contract Award (Milestone)

- The City and Motorola execute the contract and both parties receive all the necessary documentation.

7.3.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the City.

City Responsibilities:

- Assign a Project Manager as the single point of contact responsible for City-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the City is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the City assign all required resources.
- Project kickoff meeting is scheduled.

7.3.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.

- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the City.
- Review the resource and scheduling requirements with the City.
- Review the Project Schedule with the City to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the City), meetings, reports, milestone acceptance, and the City's participation in particular phases.

City Responsibilities:

- The City's key project team participants attend the meeting.
- Review Motorola and City responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

7.4 CONTRACT DESIGN REVIEW

7.4.1 Review Contract Design

Motorola Responsibilities:

- Meet with the City project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Review the System Design, Scope of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Determine the (28) programming configurations
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.

City Responsibilities:

- The City's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Assist Motorola with defining the programming template configurations.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed updates into the contract documents accordingly.
- The update design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

7.4.2 Design Approval (Milestone)

- The City executes a Design Approval milestone document.



7.5 ORDER PROCESSING

7.5.1 Process Equipment List

Motorola Responsibilities:

- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

City Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

7.6 MANUFACTURING

7.6.1 Manufacture Motorola Equipment and Flashes

Motorola Responsibilities:

- Manufacture the GTR 8000.

City Responsibilities:

- None.

Completion Criteria:

- GTR 8000 shipped to the field.

7.6.2 Manufacture Motorola Subscriber Upgrade Parts

Motorola Responsibilities:

- Manufacture the subscriber upgrades (829 P25 flash upgrades and 223 flash refreshes) necessary for the system.

City Responsibilities:

- None.

Completion Criteria:

- Subscriber upgrade parts shipped to the field.

7.7 TEMPLATE DEVELOPMENT

7.7.1 Develop Templates

Motorola Responsibilities:

- Motorola has included the price to develop (1) set of (28) programming templates. Should the City request a change to an agreed upon template(s) after the template set is complete, a Change Order may be required to alter the impacted template(s).
- Motorola assists the City in defining the (28) radio templates.
- Program the approved templates into a radio-programming template tool.
- Program sample radios with approved templates and deliver for the City evaluation.

City Responsibilities:

- User groups create templates in a spreadsheet format.
- Approve templates.

Completion Criteria:

- Templates completed and approved by the City.

7.8 INSTALLATION

7.8.1 Install Fixed Network Equipment

Motorola Responsibilities:

- Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the Project System Description portion of this document.
- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will not dispose of existing equipment.

City Responsibilities:

- Provide access to the sites, as necessary.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

7.8.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed/upgraded and accepted by the City.



7.9 SYSTEM OPTIMIZATION

7.9.1 Optimize System FNE

Motorola Responsibilities:

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Test features and functionality are in accordance with the final configuration established during the CDR/system staging.

City Responsibilities:

- Provide access/escort to the sites.

Completion Criteria:

- System FNE optimization is complete.

7.9.2 Optimization Complete

- System optimization is completed. Motorola and the City agree that the equipment is ready for acceptance testing.

7.10 TRAINING

7.10.1 Perform Training

Motorola Responsibilities:

- Training is not included under this agreement.

7.11 ACCEPTANCE TESTING

7.11.1 Perform Testing

Motorola Responsibilities:

- Confirm programming is complete.
- Test GTR 8000 using a dummy load.
- Document completion of testing.

City Responsibilities:

- Witness the testing.

Completion Criteria:

- Successful completion of the testing.
- City approval of the functional testing.

7.12 SUBSCRIBER UPGRADES

7.12.1 Programming and Flash Upgrades

Motorola Responsibilities:

- Program test mobiles with each template version and activate them on the system.
- Pass all features and functionalities of the mobile template.
- Once all templates and client software is tested and approved by the City, Motorola requests template acceptance sign-off.
- Program and Flash (829) subscribers with P25 flash upgrades.
- Program and Flash (223) subscribers with P25 flash refreshes.
- Motorola will supply a team of (4) technicians to provide the subscriber services.

City Responsibilities:

- Approve the templates prior to the start of the subscriber services.
- Provide a sheltered location with adequate space and power for the technician team to set up their equipment.
- Provide the required number of subscribers for upgrades according to the project schedule.
- Provide a person to coordinate the subscriber availability with the City departments.
- Verify the subscribers are operating within normal published specifications.

Completion Criteria:

- All mobiles are programmed and flashed successfully and approved by the City.

7.12.2 Subscribers Complete

- All Subscribers are programmed and/or distributed/installed successfully, and approved by the City.

7.13 FINALIZE

7.13.1 Cutover

Motorola Responsibilities:

- Motorola and the City develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.

City Responsibilities:

- Attend cutover meetings and approve the cutover plan.

Completion Criteria:

- Successful completion of the system narrow banding and P25 upgrade.



7.13.2 Resolve Punchlist

Motorola Responsibilities:

- Work with the City to resolve punchlist items in order to meet all the criteria for final system acceptance.

City Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the City.

7.13.3 Finalize Documentation

Motorola Responsibilities:

- Provide a subscriber upgrade inventory list.

City Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by the City.

7.13.4 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the City.

7.14 PROJECT ADMINISTRATION

7.14.1 Project Status Meetings

Motorola Responsibilities:

- A project update process (meeting or update document) will be developed and agreed to during the CDR phase of the project

City Responsibilities:

- Review the issues identified in the project update process.
- Respond to issues in a timely manner.

7.14.2 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

7.15 IMPLEMENTATION SCHEDULE

Please see the proposed implementation schedule, attached below. This schedule reflects Motorola's current understanding of the project. Upon contract award, the assigned Project Manager will develop a revised schedule based upon information provided in the Contract Design Review phase of the project.



BEVERLY HILLS PRGRM CA-12Q167A - Gantt Chart

Name	Start	Finish	2012			2013
			October	November	December	January
Contract	10/15/2012	1/28/2013	[Gantt bar spanning Oct 15, 2012 to Jan 28, 2013]			
Contract Award	10/15/2012	10/18/2012	[Gantt bar]			
Contract Administration	10/15/2012	10/15/2012	[Gantt bar]			
Project Kick-Off	10/16/2012	10/17/2012	[Gantt bar]			
Contract Design Review (Gate 9 & 8)	10/18/2012	10/18/2012	[Gantt bar]			
Review Contract Design (Template Definition)	10/19/2012	10/25/2012	[Gantt bar]			
Design Approval	10/19/2012	10/25/2012	[Gantt bar]			
Order Processing (Gate 7 - Procurement & Build)	10/25/2012	10/25/2012	[Gantt bar]			
Process Equipment list	10/26/2012	12/5/2012	[Gantt bar]			
Order Bridged	10/26/2012	10/26/2012	[Gantt bar]			
10/29/2012	10/29/2012	10/29/2012	[Gantt bar]			
Manufacturing and Staging (Gate 7 - Procurement & Build)	10/30/2012	12/5/2012	[Gantt bar]			
Manufacture Motorola FNE (UHF GTR-8000 Repeater) and Ship to the Field	10/30/2012	12/5/2012	[Gantt bar]			
Manufacture Motorola Subscriber Upgrade Items	10/30/2012	11/12/2012	[Gantt bar]			
Develop Subscriber Programming Configurations and City Approval	10/30/2012	11/28/2012	[Gantt bar]			
Ship Equipment to Field	11/13/2012	11/19/2012	[Gantt bar]			
Receve and Inventory Equipment in Field	11/20/2012	11/20/2012	[Gantt bar]			
UPGRADE INSTALLATIONS (Gate 6 - Installation & Optimization)	11/21/2012	1/17/2013	[Gantt bar spanning Nov 21, 2012 to Jan 17, 2013]			
Police Department Penthouse Upgrade (Gate 6 - Installation & Optilmzation)	11/21/2012	11/21/2012	[Gantt bar]			
Upgrade Equipment	11/21/2012	11/21/2012	[Gantt bar]			
Police Department Penthouse Upgrade Complete	11/21/2012	11/21/2012	[Gantt bar]			
Fire Station #1 Upgrade (Gate 6 - Installation & Optimization)	11/26/2012	11/26/2012	[Gantt bar]			
Upgrade Equipment	11/26/2012	11/26/2012	[Gantt bar]			
Fire Station #1 Upgrade Complete	11/26/2012	11/26/2012	[Gantt bar]			
Fire Station #2 Upgrade (Gate 6 - Installation & Optimization)	11/27/2012	11/27/2012	[Gantt bar]			
Upgrade Equipment	11/27/2012	11/27/2012	[Gantt bar]			
Fire Station #2 Upgrade Complete	11/27/2012	11/27/2012	[Gantt bar]			
Fire Station #3 Upgrade (Gate 6 - Installation & Optimization)	11/28/2012	11/28/2012	[Gantt bar]			
Upgrade Equipment	11/28/2012	11/28/2012	[Gantt bar]			
Fire Station #3 Upgrade Complete	11/28/2012	11/28/2012	[Gantt bar]			
Doheny Drive & Wilshire Upgrade (Gate 6 - Installation & Optimization)	11/29/2012	11/29/2012	[Gantt bar]			
Upgrade Equipment	11/29/2012	11/29/2012	[Gantt bar]			
Doheny Drive & Wilshire Upgrade Upgrade Complete	11/29/2012	11/29/2012	[Gantt bar]			
Beverly Hilton Hotel Upgrade (Gate 6 - Installation & Optimization)	11/30/2012	11/30/2012	[Gantt bar]			
Upgrade Equipment	11/30/2012	11/30/2012	[Gantt bar]			
Beverly Hilton Hotel Upgrade Complete	11/30/2012	11/30/2012	[Gantt bar]			
Culver City Upgrade (Gate 6 - Installation & Optimization)	12/3/2012	12/3/2012	[Gantt bar]			
Upgrade Equipment	12/3/2012	12/3/2012	[Gantt bar]			
Culver City Upgrade Complete	12/3/2012	12/3/2012	[Gantt bar]			
Mount Thom Upgrade (Gate 6 - Installation & Optimization)	12/4/2012	12/4/2012	[Gantt bar]			

BEVERLY HILLS PRGRM CA-12Q167A - Gantt Chart

Name	Start	Finish	2012			2013
			October	November	December	January
Upgrade Equipment	12/4/2012	12/4/2012			█	
Mount Thom City Upgrade Complete	12/4/2012	12/4/2012			◆	
Walker Drive Upgrade (Gate 6 - Installation & Optimization)	12/6/2012	12/7/2012			█	
Upgrade Equipment and Deliver the UHF Repeater to the City	12/6/2012	12/7/2012			█	
Walker Drive Upgrade Complete	12/7/2012	12/7/2012			◆	
Installation Acceptance for the Fixed Equipment Upgrades	12/7/2012	12/7/2012			◆	
System Optimization (Gate 6 - Installation & Optimization)	12/10/2012	12/14/2012			█	
Optimize System FNE	12/10/2012	12/14/2012			█	
Optimization Complete	12/14/2012	12/14/2012			◆	
Subscriber Installation (Gate 6 - Installation & Optimization)	12/19/2012	1/17/2013			█	█
Fire Department- Flash and Program Mobiles and Portables	12/19/2012	12/20/2012			█	
Police Department- Flash and Program Portables	12/21/2012	12/26/2012			█	
Police Department- Flash and Program Portables	12/27/2012	12/28/2012			█	
Police Department- Flash and Program Portables and Mobiles	12/31/2012	1/2/2013			█	
Police Department- Flash and Program Mobiles	1/3/2013	1/4/2013			█	
Local Government- Flash and Program Portables	1/7/2013	1/8/2013			█	
Local Government- Flash and Program Portables	1/9/2013	1/10/2013			█	
Local Government- Flash and Program Portables and Mobiles	1/11/2013	1/14/2013			█	
Local Government- Flash and Program Mobiles	1/15/2013	1/16/2013			█	
Local Government- Flash and Program Mobiles	1/17/2013	1/17/2013			█	
Subscriber Complete	1/17/2013	1/17/2013			◆	
Audit and Acceptance Testing (Gate 5 - System Testing & Cutover)	12/17/2012	1/18/2013			█	█
Perform Testing	12/17/2012	12/18/2012			█	
SATP Acceptance	12/18/2012	12/18/2012			◆	
Cutover (Gate 5 - System Testing & Cutover)	12/19/2012	1/18/2013			█	█
Cutover FNE	12/19/2012	12/19/2012			█	
Cutover Subscribers	1/18/2013	1/18/2013			█	
Cutover Complete	1/18/2013	1/18/2013			◆	
Finalize (Gate 4 - Implementation Close)	1/22/2013	1/28/2013			█	█
Punchlist Resolution	1/22/2013	1/23/2013			█	
Finalize Documentation	1/24/2013	1/25/2013			█	
Final Acceptance	1/28/2013	1/28/2013			◆	

ADDITIONAL INFORMATION

8.1 CLARIFICATIONS AND EXCEPTIONS TO THE RFP

Please see the below clarifications and exceptions to the language of the City's RFB.

RFP Section 2

Section 2-2: All work will be delivered, installed, and optimized as described in Section 7, Scope of Work, according to the schedule provided in that section of our response.

Section 2-6: Motorola will bill and report tax on behalf of the City of Beverly Hills unless the City provides the necessary tax-exempt certification.

RFB Section 3

Sections 3-1 through 3-13: Motorola's Proposal is based upon the Master Purchase and Service Agreement between the City of Beverly Hills and Motorola, entered into on January 17, 2012, Beverly Hills agreement number 15-12 (the "Master Agreement"). The term of this Master Agreement expires December 31, 2012, but Motorola will agree to extend the term for at least an additional year. Motorola agrees with the Insurance and Indemnification provisions found in Article IX of the Master Agreement and not these sections of the IFB. Please note that Sections 9.1 through 9.3 of the Master Agreement addresses insurance, Section 9.4 addresses general indemnity, and Section 9.5 addresses intellectual property infringement indemnity. Although the City can compare the provisions of the Master Agreement and those of the IFB, the policy types and limits are better under the Master Agreement other than Professional Liability which is not required and the certificate of insurance and endorsements are generally comparable, but the main differences are (i) Motorola will agree to provide 30 days prior notice of cancellation but the policies are not so endorsed, subrogation is not waived, and Motorola does not disclose its deductible or self insured retention amounts.

RFB Section 4

Section 4-2: The timeframe for delivery of all products and services is provided in the schedule described in Section 7, Scope of Work. Duration of the project is based on that schedule.

RFB Section 5

Section 5-2: Motorola is offering a new GTR 8000 VHF standalone repeater for operation in the 158-174 MHz band with a duplexer capable of supporting transmit and receive frequency separation of 1.5 MHz or greater.

Section 5-2.1: Please see Section 7, Scope of Work, for details.

Section 5-3.4: Motorola has provided optional pricing for subscriber re-alignment services.

Section 5-4.3: Motorola will convert the Blue 1 and Blue 11 channels to narrowband analog operation in accordance with the City's response to Motorola's question.

Section 5-5: Please see Section 7, Scope of Work, for details.

Section 5-6: Motorola's Proposal is based upon the Master Purchase and Service Agreement between the City of Beverly Hills and Motorola, entered into on January 17, 2012, Beverly Hills agreement



number 15-12 (the "Master Agreement"). Motorola takes exception to all of Section 3 (Insurance and Indemnification Requirements) and the Draft Agreement. Motorola is providing a one-year warranty for templates only as part of this RFB response. Warranties are covered in the definition of Warranty Period and Article VIII of the Master Agreement.

Section 6-1.9: Motorola's Proposal is based upon the Master Purchase and Service Agreement between the City of Beverly Hills and Motorola, entered into on January 17, 2012, Beverly Hills agreement number 15-12 (the "Master Agreement"). Motorola takes exception to all of the Draft Agreement and its Exhibits.

8.2 DETAILED PRICING

Type	Radio	Num	Qty	Nomenclature	Description	Unit Price	Ext Price
P25UPGRADE	XTS5000	1	1	T6751	DIGITAL SMARTZONE	\$ -	\$ -
P25UPGRADE	XTS5000	1a	104	Q361AM	ENH: PROJECT 25 9600 BAUD TRUNKING	\$ 240.00	\$ 24,960.00
P25UPGRADE	XTL5000	2	1	T7000	DIGITAL SMARTZONE	\$ -	\$ -
P25UPGRADE	XTL5000 (see note below)	2a	227	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFT	\$ 240.00	\$ 54,480.00
P25UPGRADE	XTL2500	3	1	T7247	DIGITAL SMARTZONE	\$ -	\$ -
P25UPGRADE	XTL2500	3a	42	G361AG	ENH: PROJECT 25 9600 BAUD TRUNKING	\$ 285.00	\$ 11,970.00
P25UPGRADE	XTS1500	4	1	T7017	ANALOG & DIGITAL 3600 TRUNKING XTS	\$ -	\$ -
P25UPGRADE	XTS1500	4a	312	Q574AG	ENH: 9600 TRUNKING FLASHPORT	\$ 95.00	\$ 29,640.00
P25UPGRADE	XTL1500	5	1	T7192	3600 ANALOG / DIGITAL TRUNKING PACK	\$ -	\$ -
P25UPGRADE	XTL1500	5a	144	G788AN	ENH: TRUNK 9600 FROM 3600 ANALOG /	\$ 95.00	\$ 13,680.00
REFRESH	XTS5000	6	1	T6751	DIGITAL SMARTZONE	\$ -	\$ -
REFRESH	XTS5000	6a	223	Q880AA	ENH: RADIO SOFTWARE REFRESH XTS5000	\$ 60.00	\$ 13,380.00
REPEATER	GTR	7	1	T7039	GTR 8000 BASE RADIO	\$ 4,800.00	\$ 4,800.00
REPEATER	GTR	7a	1	X530BG	ADD: VHF (136-174 MHZ)	\$ 5,040.00	\$ 5,040.00
REPEATER	GTR	7b	1	CA01484 AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE	\$ 5,200.00	\$ 5,200.00
REPEATER	GTR	7c	1	X182CA	ADD: DUPLEXER, 158-174 MHZ	\$ 1,104.00	\$ 1,104.00
REPEATER	GTR	7d	1	X265AM	ADD: NARROW PRESELCATOR, 158-174 MHZ	\$ 400.00	\$ 400.00
REPEATER	GTR	7e	1	X676BH	ADD: EXT DUAL CIRCULATOR, 158-174 M	\$ 1,200.00	\$ 1,200.00
REPEATER	GTR	7f	1	X153AW	ADD: RACK MOUNT HARDWARE	\$ 40.00	\$ 40.00
REPEATER	GTR	7g	1	CA00952 AA	ADD: QUANTAR RETROFIT HARDWARE	\$ 40.00	\$ 40.00
Note: This quantity includes Qty (9) XLT Consolette Stations						Total:	\$ 165,934.00
Optional: Radio Alignment is not included in our offering, if desired the cost is \$64.00 per unit.							

DRAFT AGREEMENT

Motorola's Proposal is based upon the Master Purchase and Service Agreement between the City of Beverly Hills and Motorola, entered into on January 17, 2012, Beverly Hills agreement number 15-12 (the "Master Agreement"). Motorola takes exception to all of the Draft Agreement.

