

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: November 9, 2017

CAO File No. 0220-05291-0048

Council File No. 17-0290

Council District: ALL

To: The Mayor  
The Council  
The Public Safety Committee Chair

From: Richard H. Llewellyn, Jr., Interim City Administrative Officer

Reference: C.F. 17-0290

Subject: **REPORT BACK ON EQUIPMENT LEASE-PURCHASE FINANCING OF  
REPLACEMENT RADIOS**

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### RECOMMENDATION

That the Council, subject to the approval of the Mayor:

1. Approve the recommendations from the City Administrative Officer's report entitled "Equipment Lease-Purchase Financing of Replacement Radios" dated March 16, 2017 as described below:
  - a) Authorize the Los Angeles Police Department to acquire an additional 1,500 vehicle radios for specialized vehicles;
  - b) Authorize the Los Angeles Fire Department to acquire an additional 500 handheld radios for training purposes, reserves in the event of loss or damage, and specialized assignments;
  - c) Adopt a Resolution authorizing the City to enter into an Equipment Lease-Purchase Agreement and various other related documents with Motorola Solutions, Inc. with a not-to-exceed principal amount of \$64.5 million to finance the acquisition of 11,500 police handheld radios, 4,500 police vehicle radios, 3,500 fire handheld radios and related equipment necessary to operate the radios;
  - d) Authorize the City Administrative Officer to negotiate and execute the Equipment Lease-Purchase Agreement and various other related documents; and
  - e) Authorize the City Administrative Officer to make technical corrections and adjustments as necessary to implement the Mayor and City Council intentions.

## SUMMARY

At the Public Safety Committee meeting on May 2, 2017, a number of questions were asked (relating to police and fire radios and the proposed lease-purchase financing), which required a report back by the Police Department (LAPD), Fire Department (LAFD), Information Technology Agency (ITA), and City Administrative Officer (CAO). The following responses address the Committee's questions and provide clarification to statements made in the CAO report entitled "Equipment Lease-Purchase Financing of Replacement Radios" dated March 16, 2017:

### **1. Provide a complete equipment list including the peripherals and accessories.**

This financing proposes to acquire 11,500 police handheld radios, 4,500 police vehicle radios, 3,500 fire handheld radios, and related equipment necessary to operate the radios. Below is a summary of the equipment and its accessories. Please see Exhibit A for a copy of the proposed equipment list provided by Motorola Solutions, Inc. (Motorola).

#### Police Radios:

- 11,500 APX 8000 All-Band Portable Radios, each with:
  - Two (2) Extended Battery
  - XP Remote Speaker Microphone
  - Belt Clip / Carry Case of LAPD Choosing
  - Both an All-Band and UHF Specific Antenna
- 1,917 Multi-Unit IMPRES-2 Chargers
- 4,500 APX 8500 All-Band Mobile Radios, each with:
  - New O5 Control Heads
  - All-Band Antenna
  - Wi-Fi / GPS Antenna

#### Fire Radios:

- 3,500 APX 8000XE All-Band Portable Radios, each with:
  - Two (2) Standard Batteries
  - XE500 Extreme Speaker Microphone
  - Standard Belt Clip
- 584 Multi-Unit IMPRES-2 Chargers

### **2. What are the potential issues and concerns relating to maintenance of the radios if the five year warranty is shorter than the six year lease? Provide a copy of the warranty coverage.**

Market standard for comparable warranties are for a period of three years. In 2008, the City received and accepted the standard three-year warranty coverage. The current proposal by Motorola for the new radios includes a five year warranty. This warranty includes normal wear and tear repair coverage, five day repair turnaround time, and expert technical support. After the warranty period is over, Motorola offers an optional annual



maintenance program for the radios. LAPD and LAFD plan to include this optional annual maintenance as part of their future budget requests. Please see Exhibit B for a copy of the proposed warranty coverage provided by Motorola.

**3. Explanation of the terms in the context of the six year lease period.**

The lease payment structure is annual in arrears, with the first annual lease payment to commence two years from execution of the lease. For example, if the lease is executed on December 1, 2017, the first lease payment will occur on December 1, 2019 and the last payment will occur on December 1, 2023, as shown in the proposed lease payment schedule below. From the date of execution to the last payment date covers a six year period.

Fiscal Year	Payment Date	Lease Payment
2019-20	December 1, 2019	\$12,900,000
2020-21	December 1, 2020	12,900,000
2021-22	December 1, 2021	12,900,000
2022-23	December 1, 2022	12,900,000
2023-24	December 1, 2023	12,900,000
		\$64,500,000

**4. What does economic useful life mean?**

For purposes of the lease financing, economic useful life generally means the weighted average reasonably expected economic life, within the meaning of the Internal Revenue Service (IRS) Code §147(b), of the property financed with the proceeds of the tax-exempt obligation, based upon guidelines for useful lives for depreciation established by the IRS Rev. Proc. 62-21 or IRS Rev. Proc. 87-56. In Section 6 – Tax and Arbitrage Representations of the proposed Equipment Lease-Purchase Agreement, Motorola represents “that the economic useful life of the equipment is not less than eight years.”

**5. Provide information regarding the existing radios nearing the end of its useful lifecycle.**

For critical public safety equipment, useful life refers to more than just when an asset can be depreciated. Every piece of equipment used by the LAPD or LAFD has a manufacturer’s recommended maintenance, repair and replacement schedule whether it’s a vehicle, a tire, hose line or radio; and adhering to that recommended maintenance schedule is critical to ensuring its proper operation in the field and minimizing the risk of failure that could contribute to serious injury or death. The maintenance of public safety radios is critical to the life and safety of police officers and fire fighters and a shared responsibility of ITA, LAPD and LAFD that is taken very seriously.

The radios in use today were first introduced to market in 1996 and purchased by the LAFD between 2004 and 2006 and by the LAPD in 2008. The oldest of the LAFD radios is more than 13 years old and the average age of the LAPD radios is nine years. While these radios have technically already reached the end of their useful life in accounting terms, ITA, LAPD and LAFD continue to maintain them in accordance with the manufacturer's recommended maintenance schedule. In 2013, Motorola officially discontinued the XTS (portable) and XTL (mobile) radio line and announced that both support and the availability of parts would be discontinued in December 2018, effectively announcing the end of their useful life. After December 2018, sole responsibility for the maintenance of these radios will fall on ITA, without the support of or parts from the manufacturer. According to ITA, support of these radios after December 2018 will be limited to best effort and constrained by the availability of parts on-hand and those purchased in secondary markets. According to LAPD and LAFD, having the most critical piece of electronic equipment supported in this manner would be unprecedented and put fire fighters and police officers at a much greater risk of equipment failures when their lives depends on it.

Like any electronic device, radios are subject to wear and tear that is not always perceptible to the naked eye. The operating environment of the LAFD and LAPD can be punishing and unforgiving, making radio failures more likely over time as these electronic components are exposed to this environment. The availability of reliable parts is key to proper maintenance. The likelihood of being able to acquire and maintain a reasonable cache of spare parts and provide the same level of service without the support of the manufacturer is very low. The capacity for repair of these radios will quickly diminish over time as the current part supplies are diminished, as the LAFD has already seen with the XTS 3000 radios, which are no longer repaired due to the unavailability of parts, but instead are destroyed when they become inoperable.

As the number of repairs increases over time, the negative impact to the LAFD and LAPD operations will also increase. Each time a radio needs repair, an emergency unit is taken out of service while the replacement is coordinated and/or the repair is completed. Between January and September 2017, the LAFD estimates approximately 500 hours of unit downtime can be attributed to radio repairs. As parts become scarcer, we expect the number of hours resources are out of service also to increase, which will impact response times and overall public safety.

Useful life is also more than just the ability to maintain the radio. Being over ten years old, these radios are essentially complex electronic devices that have become functionally obsolete as technology has advanced and operational needs have evolved. For example, the LAFD routinely requires the ability to communicate with surrounding agencies during emergency incidents. Today, these communications are limited to the use of multiple radios held by a single company officer, leaving several firefighters without vital direct communications to the larger fire incident and dependent on indirect, secondary communications in the most dangerous of situations. This is particularly evident during large wild land fires, such as the recent La Tuna Canyon Fire, where the LAFD works closely with its local, state and federal partners. The new radios are 'multi-band' and

capable of being pre-programmed with several thousand channels and complex communications plans, essentially eliminating this deficiency and enabling rapid interoperable communications for every fire fighter on the ground, making them more efficient and safer.

Like other electronics, radio technology has also evolved significantly in many other key areas such as longer battery life, higher temperature ratings, improved emergency trigger, higher channel capacity and more secure, higher heat rated remote speaker mic's - all vital changes that improve user safety.

It is important also to note that as the new radios are much different in both form and functionality from the current radios they should not be replaced incrementally over multiple years, but should be replaced in a timely and expeditious manner. In general, the most common communication problem encountered by fire fighters is the inability to effectively communicate while wearing self-contained breathing apparatus (SCBA). It can be difficult to operate portable radios while wearing full personal protective equipment (PPE). Thick fire suppression gloves make it difficult to turn knobs or push buttons, and low-light and smoke conditions coupled with wearing an SCBA face piece make it hard to see the LCD display on the radio. Having a mix of current and new radios not only presents a support challenge, it is operationally dangerous as fire fighters and police officers depend on their training and muscle memory to function under these high-stress, dangerous conditions. Requiring them to train and maintain proficiency on both radios will increase the risk of errors during the most critical incidents.

**6. Request Motorola to report back on how many other departments and agencies use these radios today. When does Motorola plan to stop servicing and making parts for these radios?**

Motorola states, "Based on shipments, Motorola estimates that two-thirds of the XTS/XTL radios have been replaced by newer models. Additionally, Motorola indicates that most large markets (i.e. LA County, Dallas, Houston, San Diego, Seattle, Phoenix, etc) have planned, begun or completed the transition from older radios, given that it takes these bigger agencies much longer to transition their fleets. Motorola does not track the total number of departments or agencies, which may still utilize legacy subscriber radios, primarily because many of these agencies purchase through cooperative agreements or a JPA. The XTS radio was introduced in 1996 and they were discontinued in 2013 and support and parts for these radios will be discontinued in 2018 (ref. Intent to Cancel Notice on XTS5000 and XTL5000 from Motorola Solutions)." Please see Exhibit C for a copy of the Intent to Cancel Notices on XTS5000 and XTL5000.

Based on the research compiled by LAPD and LAFD, the following agencies have contracted with Motorola to purchase APX radios. These agencies are either currently using or in the process of deploying the proposed Motorola APX radios:

<b>Police Department/Agency</b>	<b>QTY</b>	<b>Discipline</b>
Los Angeles County Sheriff's Department	4,100	Law Enforcement
Santa Monica Police Department	500	Law Enforcement
California Highway Patrol	8,000	Law Enforcement
Beverly Hills Police Department	200	Law Enforcement
Illinois State Police	750	Law Enforcement
Phoenix Police Department	400	Law Enforcement
Washington DC Metro Transit Authority	300	Law Enforcement
Butte County Sheriff's Department	360	Law Enforcement
Fullerton Police Department	100	Law Enforcement
Royal Canadian Mounted Police	2,100	Int. Law Enforcement
<b>Fire Department/Agency</b>	<b>QTY</b>	<b>Discipline</b>
Stockton Fire Department	100	Fire Services
New Orleans Fire Department	1,740	Fire Services
Anaheim Fire Department	250	Fire Services
Austin Fire Department	730	Fire Services
<b>Total:</b>	<b>19,630</b>	

## 7. Provide a full explanation of the 2020 federal mandate.

The federal mandate was created by Public Law 112-96, signed into law February 2012, which requires the Federal Communications Commission (FCC) to begin auctioning the public safety T-Band spectrum by February 2021 and clear all public safety operations from the band within two years of auction close or early 2023. This spectrum is used in 11 metropolitan areas to support critical public safety communications and provide regional interoperability among first responders. These areas are Boston, Chicago, Dallas, Houston, Los Angeles, Miami, New York, Philadelphia, Pittsburgh, San Francisco, and Washington, D.C.<sup>1</sup>

While there continues to be speculation and discussion amongst industry insiders and professionals as to exactly how and whether this auction and subsequent re-banding will take place, these agencies would be required to vacate the T-Band spectrum by no later than 2023, unless the law is modified, which to date it has not been.

In preparation to meet this federal mandate, the City and LA-RICS (Los Angeles County Sheriff's Department, Los Angeles County Fire, and other neighboring public safety agencies) are currently constructing new, interoperable Project 25 communications facilities and towers using 700MHz and 800MHz channels, funded primarily through Urban Area Security Initiative (UASI) grants. New radios are required in order to continue to operate on both the current and new systems during this build-out and must be received and deployed at least 18 to 24 months before the required deadline in order to ensure

<sup>1</sup> NPSTC Public Safety Communications T-Band Report, March 2013

timely deployment and to not delay the new radio system build-out.

Several other surrounding agencies are moving to the new 700MHz and 800MHz channels, limiting LAPD's communication capability with them to a single "emergency channel" during major incidents. As the auction date approaches, these limitations on operability with surrounding agencies that have moved to the new frequencies will continue to worsen. Below is a list of agencies that are already impacted:

- Bell Police Department: Currently operates on VHF
- Cal State University Los Angeles Police: Currently operates on VHF
- Downey Police: Currently operates on VHF
- Huntington Park Police: Currently operates on VHF
- Los Angeles World Airports Police: Currently on a UHF Trunking System
- Monterey Park Police: Operates on VHF
- Orange County Sheriff's Department: Operates on 800MHz Trunking Radio System
- Riverside County Sheriff's Department: Operates on 800MHz Trunking System
- San Bernardino County Sheriff's Department: Operates on 800MHz Trunking System
- Signal Hill Police Department: Currently operates on 800MHz
- Riverside County Fire Department: 700 MHz Voice
- San Bernardino Fire Department: 700 MHz Voice
- Orange County Fire Department: 700 MHz build out in progress
- San Diego Fire Department: 700 MHz Data

#### Interoperability:

In addition to the interoperability issues created by surrounding agencies that are vacating these frequencies as required by law, both the LAPD and the LAFD continue to operate with other local, state and federal partner agencies using VHF frequencies. Today, this requires police officers and fire fighters to carry and use two radios. The new radios are multi-band and can operate on all available frequencies, eliminating the need for two or more radios in order to communicate with surrounding agencies during an emergency incident.

The Los Angeles Regional Tactical Communications Service (LARTCS) also uses VHF Access channels to provide interoperability between police and fire, including air to ground transmissions. The California Highway Patrol currently operates VHF LOW BAND; however, they have 700MHz vehicular repeater / extenders and back up 700MHz repeaters at CHP Stations. Currently, LAPD patrol units do not have these capabilities, but would if the proposed radios are approved.



FirstNet:

The First Responder Network Authority (FirstNet) is an independent authority within the National Telecommunications & Information Administration (NTIA) to provide emergency responders with the first nationwide, high-speed, broadband network dedicated to public safety. FirstNet is being funded primarily by the auctioning of the frequencies identified in Public Law 112-96 making any delay or reversal of mandate to vacate unlikely.

FirstNet is primarily focused on providing high-speed, public safety-grade data (i.e. data transmitted via mobile apps on a smartphone or tablet) and not on providing mission critical voice (i.e. radio communication), so by itself FirstNet does not address the need to vacate primary voice channels as instructed by HR3630 or the need for multiband voice radios to enable interoperable radio communication. The LAPD, LAFD and ITA each participate in FirstNet-related advisory groups that work with other public safety agencies and industry to identifying specific needs and for FirstNet capabilities for public safety.

- 8. Provide a copy of the service/installation removal agreement and the breakdown of costs and work to be performed by vendor or any subcontractors. Are new radios going to be installed into old vehicles? What is the process to install/replace the in-car radios? Provide the phase-out and phase-in plan?**

LAPD's Information Technology Bureau project manager will be responsible for coordinating efforts among the Motorola team, Radio Section, Information Technology Agency, and the Motor Transport Division. Installation of mobiles will begin in the second wave of deliveries as LAFD and LAPD portables have been prioritized in the first wave due to the age of the current handheld fire radios. The delivery would be expected approximately six months from the execution of the lease-purchase agreement. Upon delivery of the radios, the City will immediately conduct concurrent programming, testing, and prototype installation for all vehicle types. Once the aforementioned activities are completed, designated installation locations will be mutually agreed upon and a shuttle schedule will be created to minimize the impact on individual patrol operations for each division.

Personnel will identify which mobile installations to prioritize and which to de-prioritize, based on need and age of the vehicles identified by the Motor Transport Division. This will ensure that vehicles nearing end of life do not receive new radios, while newer and replacement vehicles are scheduled sooner. A complete plan will be finalized closer to the delivery date of the mobile equipment as vehicle replacements are dependent on a variety of factors including age of the vehicle, mileage and available funding for replacement vehicles. Please see Exhibit D for the Statement of Work which includes the responsibilities of mobile installation. Please see Exhibit E for the breakdown of the equipment, services and associated costs for the 4,500 police vehicle radios. This only represents a portion of the total radios proposed for purchase.

**9. Provide all written documentation such as officers' written reports and oral interviews of the side by side comparison. Explain the methodology behind this comparison.**

Testing Methodology

Representatives from LAPD visited both Motorola and Harris/Dailey-Wells radio manufacturing, testing, and support facilities. These visits provided LAPD with the opportunity to evaluate not just the radios, but also the sample size and techniques used for testing, as well as vendor support capabilities.

The LAPD utilized independent testing programs and the Project 25 (P25) Compliance Assessment Program (CAP) to ensure the radios met the technical standards required by LAPD and LAFD. The independent testing validation included Underwriters Laboratories (UL), Military Specification (MIL-Spec), and TIA Project 25 CAP, all of which are nationally recognized testing, compliance, and certifying bodies, capable of a thorough analysis of public safety communications. Both vendors participate in each of these laboratory and compliance testing programs.

End-User / Field Testing Analysis

Both LAPD and LAFD conducted independent side-by-side comparisons of both products, as well as allowing users to provide feedback regarding any differences from the current Motorola radios through an evaluation form and by contacting the project leads from each department. At the start of each evaluation, each vendor presented a comprehensive overview of the functionality of their proposed solutions to the evaluation group comprised of LAPD, LAFD, and ITA staff. This served as a baseline for each group participating in the evaluations and provided equal time for each vendor. Both vendors provided 30 market-ready radios, staff to assist with training, and technical experts. The Motorola APX-8000 was the first tested followed by the Harris XL-200P.

LAPD officers participating in the test were selected from across the LAPD to use the radios as part of their primary duty assignment and assess the overall experience with the proposed radios. The officers were from the following patrol and specialized units:

- Central
- Devonshire
- Olympic
- Topanga
- 77<sup>th</sup>
- Metropolitan K9
- Emergency Operations Division
- Mental Evaluation Unit
- Office of Operations

- Tactical Technology Section

Members from the LAFD participating in the test were selected from across the City to evaluate both proposed radios. The fire personnel were from the following fire stations and sections:

- Fire Station No. 4
- Fire Station No. 10
- Fire Station No. 41
- Fire Station No. 66
- Fire Station No. 78
- Fire Station No. 98
- Command 22 (a field command operations unit)
- Fire Communications, Dispatch Support Section

Each participant was asked to complete a survey or to verbally report back pertaining to the radios ease of use, reliability, form factor, clarity, functionality and overall experience. Both LAPD and LAFD personnel concluded the Motorola APX radio met the operational needs and specifications of both Departments. In the case of LAFD, the field surveys and in-person interviews were unanimous in their selections of the Motorola APX 8000 XE. In particular, LAFD personnel identified specific features only offered on the Motorola external microphone that met their operational needs. One such feature is that the microphone and cable is rated to withstand a 500-degree temperature for 5 minutes. The Harris equivalent has a maximum temperature range of 320-degrees for 15 minutes.

**10. Provide technical comparison of both Motorola and Harris radios. Provide technical comparison of the current and new Motorola radios.**

<b>HANDHELD RADIO FEATURES COMPARISON</b>			
	<b>Motorola XTS5000 (Current)</b>	<b>Motorola APX8000 (Proposed)</b>	<b>Harris XL-200P (Not-Selected)</b>
P25 Conventional	Yes	Yes	Yes
P25 Trunking	No	Yes	Yes
Analog Conventional	Yes	Yes	Yes
Multiband	No	Yes	Yes
Frequency Band VHF (MHz) RX	No	136 - 174	136 - 174
Frequency Band UHF (MHz) RX	450 - 512	380 - 520	378 - 522
Frequency Band 700 MHz RX	No	764 - 776	768-776
Frequency Band 800 MHz RX	No	851 - 870	851-861
Frequency Band VHF (MHz) TX	No	136 - 174	136 - 174
Frequency Band UHF (MHz) TX	450 - 512	380-470; 450 - 520	378 - 522

Frequency Band 700 MHz TX	No	764 - 776; 794 - 806	763-776; 793-806
Frequency Band 800 MHz TX	No	806 - 825; 851 - 870	806-825; 851-870
Full Spectrum Radio Allows "All" Bands	No	Yes	Yes
Narrow Band Ready (TDMA Phase 2)	No	Yes	Yes
Rated RF Power Output (Watt)	Up To 6 Watts	VHF: 1-6, UHF: 1-5, 7/800: 1-3	VHF: 1-6, UHF: 1-5, 700/800: 0.5 -3
Dimension W/O battery (HxWxD in inches)	6.58 x 2.44 x 1.83	5.47 x 2.98 x 1.58	5.7 x 2.7 x 1.49
Radio Weight W/O battery (oz)	12.5 oz	11.25 oz	10.4
Hi Capacity Battery	Not Available	Yes – 17 Hrs	No
Standard battery hours (90/5/5)	8 Hrs	12 Hrs	10hrs
Extended battery hours (90/5/5)	N/A	17hrs	N/A
Displays	Front	Front and Top	Front and Top
Front Display	Standard Screen	Impact Resistant, Glass, color display w/backlight	LCD, 16-bit color w/backlight
Impact-Resistant Glass Front Display	N/A	Yes	No
Top Display	N/A	Multi-color backlight, sunlight readable	128 x 32 pixels, 1.1 in. Multi-color backlight, sunlight readable
Channel Knob	16 channels	16 channels	16 channels
A-B, A-B-C, A-B-C-D Zone Channel bank selector 16 per	3-ABC	3-ABC	4-ABCD
Channel Capacity	1000	3000	12500 (1,250 Per Mission File)
Mission Plan/ code plug	1 Master CodePlug Capable of Containing 50 Zones	1 Master CodePlug Capable of Containing 200 Zones	10
# of channel per mission plan/code plug	50 Zones - Max 1000 Channels	200 Zones - 625 Channels Per Zone	1250
Conventional and Trunking Personalities	Yes	Yes	Yes
Encryption	AES, DES-OFB	ADP, AES,	AES, DES-OFB

		<b>DES, DES-XL, DES-OFB, DVP-XL</b>	
FIPS 140-2 Level 3 Certified Encryption Module	<b>No</b>	<b>Yes</b>	<b>No</b>
Over The Air Rekeying (OTAR) Encryption key	<b>No</b>	<b>Yes</b>	<b>Yes</b>
Over The Air Programming (OTAP)	<b>No</b>	<b>Yes</b>	<b>Yes</b>
Update/reprogram radio	<b>USB</b>	<b>USB, Bluetooth, Wi-Fi, OTAP</b>	<b>USB, Bluetooth, Wi-Fi</b>
Radio IP Address Needed For Wi-Fi & OTAP Programming	<b>N/A</b>	<b>No</b>	<b>Yes</b>
Ability To Define Preferred Sites In Radio	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
Voice Priority During Update	<b>Yes</b>	<b>Yes</b>	<b>No</b>
Radio User Able To Delay Update	<b>Yes</b>	<b>Yes</b>	<b>No</b>
3 Side/Zone Programmable Function Keys	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
Programmable 2 Position Top Switch	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
Programmable Position Top Switch	<b>3</b>	<b>3</b>	<b>4</b>
Emergency Button	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
4x3 keypad, 4 direction navigation key, 3 soft keys	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
Enter radio channel directly from keypad	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
Active Noise Cancelling	<b>No</b>	<b>Yes</b>	<b>Yes</b>
Dual Speakers	<b>No</b>	<b>Yes</b>	<b>Yes</b>
Speaker power (Watt)	<b>1 Watt</b>	<b>1 Watt</b>	<b>1.5; max 5</b>
Multiple Microphones (# of Mics)	<b>No</b>	<b>Yes (3)</b>	<b>Yes (3)</b>
Built-in GPS	<b>No</b>	<b>Yes</b>	<b>Yes</b>
Built-in Bluetooth	<b>No</b>	<b>Yes</b>	<b>Yes</b>
Built-in Bluetooth (Low Energy)	<b>No</b>	<b>N/A</b>	<b>Yes</b>
Built-in Wi-Fi	<b>No</b>	<b>Yes</b>	<b>Yes</b>
Radio to Radio cloning	<b>No</b>	<b>USB, Bluetooth, Wi-Fi</b>	<b>USB, Bluetooth, Wi-Fi</b>
Meet MIL-STD 810G	<b>No</b>	<b>Yes</b>	<b>Yes</b>
Standard Warranty	<b>1 Year</b>	<b>3 Years</b>	<b>3 Years</b>
Intrinsically Safe/HAZLOC Certification	<b>No</b>	<b>Yes</b>	<b>Yes</b>
Radio to Radio Private Call (Trunking only)	<b>No</b>	<b>Yes</b>	<b>Yes</b>



Text Messaging Capability	No	Yes	Yes
Immersion	MIL-STD-810 C-F	2 meter for 2 hrs. (std); 2 meters, 4 hours	1 meter for 30 min. (std); 2 meters for 4 hrs
Recall of received audio	No	No	Yes
Visual Channel Identification	No	No	Yes
Voice Annunciation	Yes	Yes	Yes
Maximum # of Zones/Mission Plan	50	200	64
Vocoder/Enhanced Vocoder	IMBE (CAI)	AMBE +2™	AMBE +2™
Transmitter Audio Distortion (%) (7/800 MHz)	N/A	0.60%	1.25%
Receive Selectivity (dB) 12.5 kHz (7/800 MHz)	N/A	72dB	64 dB
Receive Audio Distortion (%) (7/800 MHz)	N/A	0.90%	1.10%
Man-Down Functionality	No	Yes	Yes
Automatic GPS & Emergency on Man-Down	No	Yes	Yes
Single/Multi-Board Design	Multi-board Design	Single Board Design	Single Board Design
Radio Chassis Type	Ruggedized Housing	Rugged Single Metal Frame	Rugged Single Metal Frame
Relative Humidity	MIL-STD-810F, Method 507.4	MIL-STD-810G, Method 507.5	5% @ 140°F (+60°C), 95% @ 122°F (+50°C)
Vibration	MIL-STD-810F, Method 514.5	MIL-STD-810G, Method 514.6	MIL-STD-810G, Test Method 514.6
Drop Shock	MIL-STD-810G, Method 516.5	MIL-STD-810G, Method 516.6	1.5 meter drop to concrete

**11. What are the “in progress system updates?” Should this have been bid?**

The “in-progress system upgrades” refers to the upgrades in planning and development by LAPD, LAFD, and ITA, to meet the H.R. 3630 mandate. These required upgrades include new radio channels, trunked operation, and the use of Project 25 Phase 2 standards to accommodate the anticipated number of radio users with fewer channels.

In preparation to transition from UHF T-Band channels to 700MHz channels, the City, LA-RICS, LASD, and other interoperable agencies are following the UASI procurement

process and utilizing UASI grant funding for the infrastructure portion of the transition. The LAPD is adhering to all guidelines set forth by the federal grant requirements as reviewed and approved by the City Attorney and the grantor.

**12. Provide a copy of the financing agreement.**

Please see Exhibit F for a copy of the proposed Equipment Lease-Purchase Agreement.

**13. Contract Administration and Office of Finance should weigh in on the 6% late fee after 10 days. Should Motorola waive this term?**

Motorola Credit has agreed to extend the standard 10 day provision to 30 days in order to allow the City adequate time to process each payment.

**14. Provide an explanation of the “option to buy” provision. If we bought the old radios, what are we going to do with them? Are we going to sell the old radios?**

The proposed Equipment Lease-Purchase Agreement states that “upon payment of all of the Lease Payments as the same become due and payable, Lessor (Motorola) will transfer any and all of its right, title and interest in all of the Equipment to Lessee (the City)...” Thus, after all lease payments are made, the City will own the radios. The CAO report inadvertently left the “option to buy” language in when it should have been omitted because the agreement was changed to reflect a transfer of rights upon final payment.

**15. Provide a report on LAFD battery contact issues.**

In February 2015, LAFD notified ITA and Motorola that the LAFD was experiencing issues with corrosion on or near the battery contacts causing the portable radios to fail. Motorola advised that a Field Service Bulletin in 2014 (see Exhibit G) with preventative maintenance instructions was published. It was determined that the City had not performed the recommended preventative maintenance.

In March 2015, Motorola provided a statement of work to the City to perform the required battery contact repair, including a comprehensive preventative maintenance analysis on all 3,500 LAFD radios at a cost of \$517,000. This work started in June 2015 and is ongoing with an expected completion date by December 2018.

Motorola has provided the LAFD with specific changes that have been made to the APX (new) portable radios to address the battery contact issues, including:

- The APX radio contacts are made from a harder material than the battery contacts. Thus the battery contacts are intended to wear first (No depot repair required). In the XTS radio design the radio contacts tended to wear first needing replacement (Depot Repair required);
- The positive and negative APX radio contacts are semi-bifurcated (split) for improved

- reliability and robustness (better performance under shock and vibration, twice the contact points);
- APX radio contacts are made utilizing a manufacturing process that results in a smoother surface finish for decreased wear. The manufacturing process used to make the XTS radio contact resulted in a rougher edge which would wear faster when compared to APX;
  - In the APX design the contacts on the battery will wear first (sacrificial). Anytime a battery is replaced with a new battery, contact wear of the interface is reset (a new gold surface); and
  - The APX Contact Interface Seal (O-Ring) resides on the battery and is user replaceable if needed. The XTS contact interface seal was not user replaceable (Depot repair required).

The 2016-17 Adopted Budget included a reduction to the LAPD's radio maintenance budget from \$772,000 to \$386,000. This reduction was made in anticipation of new radios being deployed within six months of FY 2017-18, thereby generating six months of savings as the new radios would be serviced under manufacturer's warranty. Since the radios have not been purchased, the anticipated savings have not been realized and the LAPD reports maintenance costs will exceed the current radio maintenance budget by \$356,000. This shortfall may be addressed by the LAPD identifying savings elsewhere within its budget and any necessary transfers being addressed through a future Financial Status Report.

The City's Purchasing Agent has a contract in place with Motorola (Contract No. 58913) that covers these radios. This Purchasing Agent contract is valid through August 31, 2021. The recommendations in the CAO report entitled "Equipment Lease-Purchase Financing of Replacement Radios," dated March 16, 2017, request Council to approve the sole and separate financing agreement as the purchasing contract is already in place.

This municipal lease-purchase financing will not cause the City's debt service payments to exceed six percent of General Revenues for non-voted approved debt as established in the City's Financial Policies, Debt Management Section. These recommendations are in compliance with the City's Financial Policies.

## **FISCAL IMPACT STATEMENT**

The recommended actions would commit the City to pay Motorola approximately \$64.5 million over six years, with the first lease payment commencing two years after the execution of the lease. Each annual lease payment of \$12.9 million will begin in Fiscal Year 2018-19 and will be paid from funds in the Capital Finance Administration Fund. The final lease payment will be in Fiscal Year 2022-23.

## **DEBT IMPACT STATEMENT**

This municipal lease-purchase financing is a General Fund obligation. Each annual lease payment of \$12.9 million will begin in Fiscal Year 2018-19 and will be paid from funds in the Capital Finance Administration Fund. The final lease payment will be in Fiscal Year 2022-23. It will not cause the City's debt service payments to exceed six percent of General Revenues for non-voted approved debt as established in the City's Financial Policies, Debt Management Section.

*RHL:HTT:09180075*

### **Attachments**

Exhibit A - Proposed Equipment List  
Exhibit B - Proposed Warranty Coverage  
Exhibit C - Intent to Cancel Notices on XTS5000 and XTL5000 from Motorola Solutions  
Exhibit D - Statement of Work – Mobile Installation  
Exhibit E - Breakdown of the Equipment, Services and Associated Costs for the 4,500 Police Vehicle Radios  
Exhibit F - Proposed Equipment Lease-Purchase Agreement  
Exhibit G - Field Service Bulletin

## Exhibit A

### Proposed Equipment List



## SECTION 2

# EQUIPMENT LIST

## 2.1 LAPD APX 8000 PORTABLE EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
11,500	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5
11,500	QA05507	DEL: DELETE 7/800 MHZ BAND
11,500	QA05508	DEL: DELETE 7/800 MHZ BAND
11,500	LAPDMIGRATION	LAPD T-BAND MIGRATION & INTEROP PACKAGE
11,500	Q806	ADD: ASTRO DIGITAL CAI OPERATION
11,500	H38	ADD: SMARTZONE OPERATION
11,500	Q361	ADD: P25 9600 BAUD TRUNKING
11,500	QA00580	ADD: TDMA OPERATION
11,500	Q887AY	ENH: 5 YEAR SERVICE FROM THE START LITE
11,500	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
11,500	G996	ADD: PROGRAMMING OVER P25 (OTAP)
11,500	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
11,500	QA03399	ADD: ENHANCED DATA
11,500	QA09001	ADD: WIFI CAPABILITY
11,500	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING
11,500	QA09008	ADD: GROUP SERVICES
11,500	Q629	ENH: AES ENCRYPTION
11,500	QA05571	ALT: BATT IMPRESS 2 LIION 4850MAH
11,500	PMLN5659B	APX6000 CC 2.75 SWL BL 4200MAH
11,500	PMAS4001A	UHF (380-520) /7-800 GPS
11,500	NMN6274A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRDJACK
11,500	PMNN4487SP1	BATT IMPRES 2 LIION R IP68 4850T
1,917	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR
10	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE

## 2.2 LAPD APX 8500 MOBILE EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
4,500	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
4,500	GA05507	DEL: DELETE 7/800 MHZ BAND
4,500	GA05508	DEL: DELETE 7/800 MHZ BAND
4,500	LAPDMIGRATION	LAPD T-BAND MIGRATION & INTEROP PACKAGE
4,500	G806	ENH: ASTRO DIGITAL CAI OP APEX
4,500	G51	ENH: SMARTZONE OPERATION APX
4,500	G361	ADD: P25 TRUNKING SOFTWARE
4,500	GA00580	ADD: TDMA OPERATION
4,500	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY

April 27, 2017  
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City of Los Angeles - Police & Fire Department  
Flawless Launch Subscriber Radio Program

4,500	G442	ADD: O5 CONTROL HEAD
4,500	G444	ADD: APX CONTROL HEAD SOFTWARE
4,500	G67	ADD: THUMB SCREW REMOTE MOUNT
4,500	G610	ADD: REMOTE MOUNT CBL 30 FEET
4,500	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
4,500	GA00226	ADD: GPS/WI-FI ANTENNA
4,500	W22	ADD: STD PALM MICROPHONE APEX
4,500	G832	ADD: SPKR 7.5W WATER RESISANT
4,500	GA00318	ENH: LACR 5 YR SFS LITE
4,500	QA03399	ADD: ENHANCED DATA
4,500	G996	ENH: OVER THE AIR PROVISIONING
4,500	GA09008	ADD: GROUP SERVICES
4,500	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
4,500	G843	ADD: AES ENCRYPTION APX
50	HKN6184C	CABLE CH, PROGRAMMING,USB

## 2.3 LAFD APX 8000XE PORTABLE EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
3,500	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5
3,500	QA05507	DEL: DELETE 7/800 MHZ BAND
3,500	QA05508	DEL: DELETE 7/800 MHZ BAND
3,500	LAPDMIGRATION	LAPD T-BAND MIGRATION & INTEROP PACKAGE
3,500	QA02006	ENH: APX8000XE RUGGED RADIO
3,500	Q806	ADD: ASTRO DIGITAL CAI OPERATION
3,500	H38	ADD: SMARTZONE OPERATION
3,500	Q361	ADD: P25 9600 BAUD TRUNKING
3,500	QA00580	ADD: TDMA OPERATION
3,500	Q887AY	ENH: 5 YEAR SERVICE FROM THE START LITE
3,500	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
3,500	G996	ADD: PROGRAMMING OVER P25 (OTAP)
3,500	QA01843	ADD: MANDOWN OPERATION
3,500	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
3,500	QA09001	ADD: WIFI CAPABILITY
3,500	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING
3,500	Q629	ENH: AES ENCRYPTION
3,500	PMMN4106ABLK	AUDIO ACCESSORY-AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1 BLK
3,500	PMNN4504	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T
584	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR
10	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE

## Exhibit B

### Proposed Warranty Coverage

# WARRANTY & MAINTENANCE

## 5.1 SERVICE FROM THE START (SFS) PROGRAM

Service from the Start (SfS) gives you the support you need to help you keep your subscriber radios operating in peak condition. When repair is required, the Motorola Depot tests, repairs, and returns the radio to original factory specifications. Firmware is also upgraded to the latest version. SfS adheres to a proven process of analysis and restoration. Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

Motorola has provided five years of SfS maintenance with each of the portable and mobile subscribers included in this proposal.

### PROTECT YOUR RADIO INVESTMENT

Get fast response times and access to highly skilled, certified repair technicians who specialize in rapid resolution of radio performance issues. State-of-the-art diagnostics equipment, repair tools and an extensive inventory of replacement parts helps ensure your radios are back in operation quickly.

Motorola service centers are certified to comply with ISO9001 and TL9000 standards using proven, repeatable processes so that your repair is completed right the first time, every time.

SfS Includes:

- Normal wear and tear repair coverage
- Five day repair turnaround time
- Expert technical support (8x5)

## AT-A-GLANCE:

### SERVICE FROM THE START LITE

Coverage Period	5 years with radio purchase
Hardware Repair	Normal wear and tear
Repair Turnaround Time (In-House)	5 days
Helpdesk Response Time	4 hr response
Shipping	2-way
Remote Technical Support	8x5
Battery Refresh Program	X

## 5.1.1 SFS Statement of Work

### 5.1.1.1 Description

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

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

Service From the Start LITE excludes repairs to: optional accessories; standard mobile palm microphones; non-standard mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Service From the Start LITE. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

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

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

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

- A. Equipment was stolen and proof of theft is provided to Motorola; or
- B. Motorola determines Equipment is damaged beyond repair; or
- C. Motorola determines Equipment is no longer supportable or is obsolete; or
- D. Equipment had already been under a previous contract for at least the twelve month requirement. Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

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





#### 5.1.1.2 Motorola has the following responsibilities:

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

#### 5.1.1.3 Customer has the following Responsibilities:

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

## Exhibit C

Intent to Cancel Notices on XTS5000 and XTL5000 from Motorola Solutions



# XTS 5000 P25 PORTABLE RADIOS

## INTENT-TO-CANCEL NOTICE

### OVERVIEW

The purpose of this notification is to inform ASTRO 25 Subscriber owners of a cancellation of the XTS 5000 portable radio models on November 30, 2013. It is recommended that last time purchases be considered at this time to cover anticipated or planned customer expansion and lifetime spare units.

**XTS 5000 Last Order Entry:** October 31, 2013

All XTS 5000 ECAT (Electronic Price Pages) will be pulled from visibility no later than the second week of November 2013.

**XTS 5000 Last Customer Scheduled Ship Date:** November 30, 2013

(Schaumburg factory (SCOG))

No customer ship dates will be scheduled after this date.

**XTS 5000 Last Field Service 5 years Support to conclude:** December 31, 2018

### MODELS/ OPTIONS CANCELLATION ROLLOUT

LISTED BELOW ARE THE XTS 5000 MODELS\* -

RADIO MODEL	FREQUENCY	WATT	DESCRIPTION	APC
H18KEC9PW5AN	VHF (136-174)	1-6 Watt	XTS 5000 MODEL I PORTABLE	320
H18KEF9PW6AN	VHF (136-174)	1-6 Watt	XTS 5000 MODEL II PORTABLE	320
H18KEH9PW7AN	VHF (136-174)	1-6 Watt	XTS 5000 MODEL III PORTABLE	320
H18QDC9PW5AN	UHF1 (380-470)	1-5 Watt	XTS 5000 MODEL I PORTABLE	320
H18QDF9PW6AN	UHF1 (380-470)	1-5 Watt	XTS 5000 MODEL II PORTABLE	320
H18QDH9PW7AN	UHF1 (380-470)	1-5 Watt	XTS 5000 MODEL III PORTABLE	320
H18SDC9PW5AN	UHF2 (450-520)	1-5 Watt	XTS 5000 MODEL I PORTABLE	320
H18SDF9PW6AN	UHF2 (450-520)	1-5 Watt	XTS 5000 MODEL II PORTABLE	320
H18SDH9PW7AN	UHF2 (450-520)	1-5 Watt	XTS 5000 MODEL III PORTABLE	320
H18UCC9PW5AN	7/8 (764-870)	1-3 Watt	XTS 5000 MODEL I PORTABLE	721
H18UCF9PW6AN	7/8 (764-870)	1-3 Watt	XTS 5000 MODEL II PORTABLE	721
H18UCH9PW7AN	7/8 (764-870)	1-3 Watt	XTS 5000 MODEL III PORTABLE	721

\*Including "H" Rugged XTS 5000  
Portable Radio Models

NOTE: There are no dedicated  
accessory APC for this product, as  
Government Service Administration  
(GSA) requirements. There are no  
accessories being cancelled with  
this Intent to Cancel.

**INTENT-TO-CANCEL NOTICE**  
XTS 5000 MODELS

## REPLACEMENT PRODUCT

The APX 7000 will replace the XTS 5000 and is currently available for order. This premier portable is equipped with leading technology for the most demanding conditions and is ideal for agencies requiring multiband interoperability and future expandability. Another alternative replacement solution to the XTS 5000 is the APX 6000 which is also currently available for order. The APX 6000 is the smallest full featured single-band P25 phase 2 capable portable radio advanced with voice and data technology.

As of 01/01/2020, the XTS 5000 is no longer available for order. The APX 7000 and APX 6000 are the replacement products.

### LISTED BELOW ARE THE APX 7000 MODELS -

RADIO MODEL	FREQUENCY	WATT	DESCRIPTION	APC
H97TGD9PW1AN	QA00569; 700/800 Primary Band QA00570; VHF Primary Band QA00571; UHF1 Primary Band QA00572; UHF2 Primary Band QA00573; 700/800 Secondary Band QA00574; VHF Secondary Band QA00575; UHF1 Secondary Band QA00576; UHF2 Secondary Band VHF (136-174), 7/8 (764-870) UHF1 (380-470), 7/8 (764-870) UHF1 (380-470), VHF (136-174) UHF2 (450-520), 7/8 (764-870) UHF2 (450-520), VHF (136-174) UHF1 (380-470), UHF2 (450-520)	NA 1-5W, 1-2.5W, 1-3W 1-5W, 1-2.5W, 1-3W 1-5W, 1-6W 1-5W, 1-2.5W, 1-3W 1-5W, 1-6W 1-5W, 1-5W	APX 7000 MODEL 1.5 PORTABLE NA NA NA NA NA	655
H97TGD9PW1AN + QA00577	NA	NA	APX 7000 MODEL 3.5 PORTABLE	655
H97TGD9PW1AN + QA00579	NA	NA	Enable Dual Band	655

### LISTED BELOW ARE THE APX 6000 MODELS -

RADIO MODEL	FREQUENCY	WATT	DESCRIPTION	APC
H98KGD9PW5AN	VHF (136-174)	1-6 Watt	APX 6000 MODEL I PORTABLE	481
H98KGF9PW6AN	VHF (136-174)	1-6 Watt	APX 6000 MODEL II PORTABLE	481
H98KGH9PW7AN	VHF (136-174)	1-6 Watt	APX 6000 MODEL III PORTABLE	481
H98QDD9PW5AN	UHF1 (380-470)	1-5 Watt	APX 6000 MODEL I PORTABLE	481
H98QDF9PW6AN	UHF1 (380-470)	1-5 Watt	APX 6000 MODEL II PORTABLE	481
H98QDH9PW7AN	UHF1 (380-470)	1-5 Watt	APX 6000 MODEL III PORTABLE	481
H98SDD9PW5AN	UHF2 (450-520)	1-5 Watt	APX 6000 MODEL I PORTABLE	481
H98SDF9PW6AN	UHF2 (450-520)	1-5 Watt	APX 6000 MODEL II PORTABLE	481
H98SDH9PW7AN	UHF2 (450-520)	1-5 Watt	APX 6000 MODEL III PORTABLE	481
H98UCD9PW5AN	7/8 (764-870)	1-3 Watt	APX 6000 MODEL I PORTABLE	481
H98UCF9PW6AN	7/8 (764-870)	1-3 Watt	APX 6000 MODEL II PORTABLE	481
H98UCH9PW7AN	7/8 (764-870)	1-3 Watt	APX 6000 MODEL III PORTABLE	481

**INTENT-TO-CANCEL NOTICE**  
XTS 5000 MODELS

**SERVICE IMPLICATIONS OF CANCELLATION**

Aftermarket Product support will be available for XTS 5000 radios via commercially reasonable efforts up to 12/31/2018 through Customer Fulfillment Centers (CFC).

**CONTACT INFORMATION**

If you have specific questions regarding this notification, please contact -

**MOTOROLA SOLUTIONS CUSTOMER FULFILLMENT CENTER**

In the US and Canada, call 1-800-422-4210

In Latin America, Asia, Middle East, and Europe, call 1-847-538-8023

Federal Inquiries, call 1-800-826-1913

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. [www.motorolasolutions.com](http://www.motorolasolutions.com)

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**MOTOROLA**





# XTL 5000 P25 MOBILE RADIOS

## INTENT-TO-CANCEL NOTICE

### OVERVIEW

The purpose of this notification is to inform ASTRO 25 Subscriber owners of a cancellation of the XTL 5000 mobile radio models on November 30, 2013. It is recommended that last time purchases be considered at this time to cover anticipated or planned customer expansion and lifetime spare units.

**XTL 5000 Last Order Entry:** October 31, 2013

All XTL 5000 ECAT (Electronic Price Pages) will be pulled from visibility no later than the second week of November 2013.

**XTL 5000 Last Customer Scheduled Ship Date:** November 30, 2013

(Schaumburg factory (SCOG))

No customer ship dates will be scheduled after this date.

**XTL 5000 Last Field Service 5 years Support to conclude:** December 31, 2018

### MODELS/ OPTIONS CANCELLATION ROLLOUT

LISTED BELOW ARE THE XTL 5000 MODELS -

RADIO MODEL	FREQUENCY	WATT	OUTPUT	DESCRIPTION	APC
M20URS9PW1AN	7/8 (764-870)	10-35 Watt	MID	XTL 5000 MOBILE 7/8 MHZ MID	500
M20QSS9PW1AN	UHFR1 (380-470)	10-40 Watt	MID	XTL 5000 MOBILE UHFR1 MID	585
M20QTS9PW1AN	UHFR1 (380-470)	25-110 Watt	HIGH	XTL 5000 MOBILE UHFR1 HIGH	585
M20SSS9PW1AN	UHFR2 (450-520)	10-45 Watt	MID	XTL 5000 MOBILE UHFR2 MID	585
M20KSS9PW1AN	VHF (136-174)	10-50 Watt	MID	XTL 5000 MOBILE VHF MID	585
M20KTS9PW1AN	VHF (136-174)	25-110 Watt	HIGH	XTL 5000 MOBILE VHF HIGH	585
M20WRS9PW1AN	900 (896-941)	10-30 Watt	MID	XTL 5000 MOBILE 900 MHZ MID	585

NOTE: There is no additional necessary APD for this product in Government Service Administration (GSA) requirements. There are no accessories being cancelled with this Intent to Cancel.

**INTENT-TO-CANCEL NOTICE**  
XTL 5000 MODELS

## REPLACEMENT PRODUCT

The APX7500 will replace the XTL 5000 and is currently available for order. This premier mobile is equipped with leading technology for the most demanding conditions and is ideal for agencies requiring multiband interoperability and future expandability. Another alternative replacement solution to the XTL 5000 is the APX 6500 which is also currently available for order. The APX 6500 single-band P25 mobile supports the O5 and O3 control heads and offers multiple installation configurations in an easy to install design.

### LISTED BELOW ARE THE APX 7500 MODELS -

RADIO MODEL	FREQUENCY	WATT	OUTPUT	DESCRIPTION	APC
M30URS9PW1AN	7/8 (764-870)	10-35 Watt	MID	APX 7500 MOBILE 7/8 MHZ MID	656
M30QSS9PW1AN	UHFR1 (380-470)	10-40 Watt	MID	APX 7500 MOBILE UHFR1 MID	656
M30QTS9PW1AN	UHFR1 (380-470)	25-110 Watt	HIGH	APX 7500 MOBILE UHF R1 HIGH	656
M30SSS9PW1AN	UHFR2 (450-520)	10-45 Watt	MID	APX 7500 MOBILE UHFR2 MID	656
M30KSS9PW1AN	VHF (136-174)	10-50 Watt	MID	APX 7500 MOBILE VHF MID	656
M20KTS9PW1AN	VHF (136-174)	25-110 Watt	HIGH	APX 7500 MOBILE VHF HIGH	656
M30TSS9PW1AN	NA	NA	MID	APX 7500 MOBILE DUAL BAND MID	656
M30TSS9PW1AN	NA	NA	HIGH	APX 7500 MOBILE DUAL BAND HIGH	656

### LISTED BELOW ARE THE APX 6500 MODELS -

RADIO MODEL	FREQUENCY	WATT	OUTPUT	DESCRIPTION	APC
M25URS9PW1AN	7/8 (764-870)	10-35 Watt	MID	APX 6500 MOBILE 7/8 MHZ MID	527
M25QSS9PW1AN	UHFR1 (380-470)	10-40 Watt	MID	APX 6500 MOBILE UHFR1 MID	527
M25QTS9PW1AN	VHF (136-174)	10-50 Watt	MID	APX 6500 MOBILE VHF MID	527
M25SSS9PW1AN	UHFR1 (380-470)	25-110 Watt	HIGH	APX 6500 MOBILE UHFR1 HIGH	527
M25KSS9PW1AN	UHFR2 (450-520)	10-45 Watt	MID	APX 6500 MOBILE UHFR2 MID	527
M25KTS9PW1AN	VHF (136-174)	25-110 Watt	HIGH	APX 6500 MOBILE VHF HIGH	527



**INTENT-TO-CANCEL NOTICE**  
XTL 5000 MODELS

**SERVICE IMPLICATIONS OF CANCELLATION**

Aftermarket Product support will be available for XTL 5000 radios via commercially reasonable efforts up to 12/31/2018 through Customer Fulfillment Centers (CFC).

**CONTACT INFORMATION**

If you have specific questions regarding this notification, please contact -

**MOTOROLA SOLUTIONS CUSTOMER FULFILLMENT CENTER**

In the US and Canada, call 1-800-422-4210

In Latin America, Asia, Middle East, and Europe, call 1-847-538-8023

Federal Inquiries, call 1-800-826-1913

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. [www.motorolasolutions.com](http://www.motorolasolutions.com)

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Exhibit D  
Statement of Work – Mobile Installation

# STATEMENT OF WORK

The document delineates the general responsibilities between Motorola and the City of LA as agreed to by contract.

## 4.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Los Angeles. The tasks described herein will be performed by Motorola, its subcontractors, and the City of Los Angeles to implement the solution described in the 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 Customer 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 Customer.
- 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.

Motorola solutions is providing the City of LA with a turn-key proposal to program, test, install, and implement the new subscriber units for LAPD and LAFD.

## 4.2 CONTRACT

### 4.2.1 Contract Award (Milestone)

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

### 4.2.2 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 Customer.



**Customer Responsibilities:**

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

**Completion Criteria:**

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

## 4.2.3 Project Kickoff

**Motorola Responsibilities:**

- Conduct a project kickoff meeting during the 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 Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

**Customer Responsibilities:**

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

**Completion Criteria:**

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

## 4.3 CONTRACT DESIGN REVIEW

### 4.3.1 Review Contract Design

**Motorola Responsibilities:**

- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, and Equipment List and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.

- Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Work with the Customer to identify radio interference between the new communication system and other existing radio systems.

#### **Restrictions:**

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.

#### **Customer Responsibilities:**

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
  - As mandated by the FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.

#### **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 system into the contract documents accordingly.
- The system 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.

### **4.3.2 Design Approval (Milestone)**

- The Customer executes a Design Approval milestone document.

## **4.4 ORDER PROCESSING**

### **4.4.1 Process Equipment List**

#### **Motorola Responsibilities:**

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.



- Procure third-party equipment if applicable.

**Customer Responsibilities:**

- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

**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.

## 4.5 MANUFACTURING AND STAGING

### 4.5.1 Manufacture Motorola Subscribers

**Motorola Responsibilities:**

- Manufacture the subscribers necessary for the system, based on equipment order and project schedule.
- Ship a representative sample of subscribers to staging facilities.

**Customer Responsibilities:**

- None.

**Completion Criteria:**

- Subscribers (mobile or portable radios) shipped to the field.

### 4.5.2 Ship Equipment to Field

**Motorola Responsibilities:**

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

**Customer Responsibilities:**

- None.

**Completion Criteria:**

- Equipment ready for shipment to the field.

## 4.6 DEVELOP FLEETMAP

**Motorola Responsibilities:**

- Schedule required meeting(s) with the appropriate Customer representative(s)/agency(ies).
- Meet with the Customer's user groups.
- Provide details on the features and functionality of the Motorola equipment/system.



- Work with the Customer and participating agency(ies) to develop and obtain approval of the fleetmap for the system.
- Program the infrastructure equipment, subscribers, terminals, and any other radio system FNE, based on fleetmap.
- Any changes requested by the Customer, after approval of fleetmap and template definitions, will require updating the contract documents accordingly.
- Provide guidelines for development of fleetmap to customer on projects where subscriber units are being purchased/reprogrammed outside the scope of this project.

#### **Customer Responsibilities:**

- Designate a representative for the user groups, to make timely decisions on their behalf.
- Identify the Customer's System Manager who will set up a "steering" committee consisting of various members from user groups.
- The System Manager, with the help of the steering committee, will be responsible for setting standardized system management and operational policies (SOP) that will apply to all users.
- A sample of SOP committee decisions includes:
  - User Access Management Protocol
  - User Database Management Protocol
  - System Security Protocol
  - Subscriber Radio Standards
- Configure, Manage, and Control the Fleetmap Database.
  - User group reviews its radio standard operational policies and then determines what modifications will be required, if any.
  - Create a "Console Dispatch and Radio Programming Policy" to decide how each Subscriber group will operate on the system and what features will be activated.
  - User group representative(s) makes Fleetmap programming decisions.
- Complete the initial fleetmapping process prior to staging of the system.

#### **Completion Criteria:**

- Fleetmap requirements completed and approved by the Customer.

### **4.6.1 Develop Templates**

#### **Motorola Responsibilities:**

- Motorola assists the Customer in defining each radio/console template. 50 unique templates have been included in this proposal.
- Motorola participates in a meeting to finalize any changes among user groups.
- Program the approved templates into a radio-programming template tool.
- Program sample radios with approved templates and deliver for the Customer evaluation.

#### **Customer Responsibilities:**

- User groups create templates in a spreadsheet format.
- Forward electronic copies of the spreadsheets to the committee members for their review and comment.
- Evaluate sample radios and provide feedback.
- Approve templates.

#### **Completion Criteria:**

- Templates completed and approved by the Customer.



## 4.7 SUBSCRIBER INSTALLATION

### 4.7.1 Program and Install Mobiles

#### **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 Customer, Motorola requests template acceptance sign-off.
- Program all the mobiles, as identified in the equipment list, in accordance with the Customer-approved programming templates, client software, and fleetmap.
- Work with the Customer to develop and approve prototypes for each type of mobile installation.
- Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.
- The following guidelines are followed during installation:
  - A “one-time only” programming charge is included in the project price.
  - Installations utilize the standard mobile mounting hardware provided with the type of unit.
  - Obtain main power leads from a voltage source as supplied in the mobiles.
  - Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.
  - Motorola will determine an alternative location whenever the antennas cannot be installed on the roof.
  - Plug the old antenna hole with an appropriate rubber plug if the antenna requires a new location on the vehicle.
  - Remove the existing mobiles from the vehicles at the time of installation of new radios

#### **Customer Responsibilities:**

- Test and verify each feature selected during the CDR process.
- Approve successful testing of each feature by initialing each test shown on the test script.
- Provide adequate number of vehicles for installations according to the project/installation schedule.
- If any installations require variations from the approved plan, the Customer must approve, before proceeding with the variance.

#### **Completion Criteria:**

- All mobiles are programmed and installed successfully and approved by the Customer.

### 4.7.2 Program and Distribute Portables

#### **Motorola Responsibilities:**

- Program test portables with each template version and activate them on the system.
- Once all templates and client software is tested and approved by the Customer, Motorola requests written approval of template acceptance.

- Program all the portables, as identified in the equipment list, based upon the Customer approved programming templates, client software, and fleetmap. A “one-time only” programming is included in the project pricing.
- Deliver units to authorized Customer personnel and inventory upon receipt.

**Customer Responsibilities:**

- Approve final template(s) and initiate portable programming.
- Upon receipt of portables, a Customer-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.

**Completion Criteria:**

- All portables are successfully programmed and approved by the Customer.

### 4.7.3 Subscribers Complete

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

## 4.8 TRAINING

### 4.8.1 Perform Training

**Motorola Responsibilities:**

- Provide the City of LA with Train-the-Trainer courses.
- Finalize training schedules purchased as part of this project with the Customer Project Manager.
- Conduct the training classes outlined in the Training Plan.

**Customer Responsibilities:**

- Attend training classes.
- Comply with the prerequisites in the Training Plan.

**Completion Criteria:**

- All training classes completed.

### 4.8.2 Training Complete

- All training classes completed.

## 4.9 FINALIZE

### 4.9.1 Resolve Punchlist

**Motorola Responsibilities:**

- Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.



**Customer 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 Customer.

## **4.9.2 Transition to Service/Project Transition Certificate**

**Motorola Responsibilities:**

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

**Customer Responsibilities:**

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

**Completion Criteria:**

- All service information has been delivered and approved by the Customer.

## **4.9.3 Finalize Documentation**

**Motorola Responsibilities:**

- Provide the City of LA with a CD copy of all of the developed Radio Codeplugs.
- Provide an operator manual with each subscriber. (If Desired)

**Customer Responsibilities:**

- Receive and approve all documentation provided by Motorola.

**Completion Criteria:**

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

## **4.9.4 Final Acceptance (Milestone)**

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

## **4.10 PROJECT ADMINISTRATION**

### **4.10.1 Project Status Meetings**

**Motorola Responsibilities:**

- Once a month (or as agreed), Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:

- Overall project status compared to the Project Schedule.
- Product or service related issues that may affect the Project Schedule.
- Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
- Any miscellaneous concerns of either the Customer or Motorola.

**Customer Responsibilities:**

- Attend meetings.
- Respond to issues in a timely manner.

**Completion Criteria:**

- Completion of the meetings and submission of meeting minutes

## 4.10.2 Progress Milestone Submittal

**Motorola Responsibilities:**

- Submit progress (non-payment) milestone completion certificate/documentation.

**Customer Responsibilities:**

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

**Completion Criteria:**

- The Customer approval of the Milestone Completion document(s).

## 4.10.3 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.

Example - Change Order Form



Microsoft Office  
Word 97 - 2003 Docu



Exhibit E  
Breakdown of the equipment, services and  
associated costs for the 4,500 police vehicle radios



## 6.2

## LAPD APX 8500 MOBILE SUMMARY

LAPD Mobile Subscribers					
Code	Qty	P/N	Description	Unit Contract	Total Contract
<b>APX 8500 MOBILE RADIO</b>					<b>\$ 28,983,637.50</b>
656	4,500	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$ 3,577.50	\$ 16,098,750.00
681	4,500	GA05507	DEL DELETE 7/800 MHZ BAND	\$ (800.00)	\$ (3,600,000.00)
681	4,500	GA05508	DEL DELETE 7/800 MHZ BAND	\$ (800.00)	\$ (3,600,000.00)
681	4,500	LAPDMIGRATION	LAPD T-BAND MIGRATION & INTEROP PACKAGE	\$ -	\$ -
681	4,500	G806	ENH ASTRO DIGITAL CAI OP APEX	\$ 386.25	\$ 1,738,125.00
656	4,500	G51	ENH SMARTZONE OPERATION APX	\$ 1,125.00	\$ 5,062,500.00
656	4,500	G361	ADD P25 TRUNKING SOFTWARE	\$ 225.00	\$ 1,012,500.00
656	4,500	GA00580	ADD TDMA OPERATION	\$ 337.50	\$ 1,518,750.00
655	4,500	QA01648	ADD ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 3.75	\$ 16,875.00
656	4,500	G442	ADD: O5 CONTROL HEAD	\$ 324.00	\$ 1,458,000.00
656	4,500	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -
585	4,500	G67	ADD: THUMB SCREW REMOTE MOUNT	\$ 222.75	\$ 1,002,375.00
656	4,500	G610	ADD: REMOTE MOUNT CBL 30 FEET	\$ 18.75	\$ 84,375.00
681	4,500	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$ 71.25	\$ 320,625.00
681	4,500	GA00226	ADD GPS/WIFI ANTENNA	\$ 75.00	\$ 337,500.00
656	4,500	W22	ADD STD PALM MICROPHONE APEX	\$ 54.00	\$ 243,000.00
656	4,500	G832	ADD: SPKR 7.5W WATER RESISANT	\$ 45.38	\$ 204,187.50
185	4,500	GA00318	ENH LACR 5 YR SFS LITE	\$ 363.00	\$ 1,633,500.00
656	4,500	QA03399	ADD ENHANCED DATA	\$ 112.50	\$ 506,250.00
656	4,500	G996	ENH OVER THE AIR PROVISIONING	\$ 75.00	\$ 337,500.00
656	4,500	GA09008	ADD GROUP SERVICES	\$ 112.50	\$ 506,250.00
656	4,500	G298	ENH ASTRO 25 OTAR W/ MULTIKEY	\$ 555.00	\$ 2,497,500.00
656	4,500	G843	ADD AES ENCRYPTION APX	\$ 356.25	\$ 1,603,125.00
518	50	HKN6184C	CABLE CH, PROGRAMMING, USB	\$ 39.00	\$ 1,950.00
<b>MOBILE DEPLOYMENT SERVICES</b>					<b>\$ 2,534,232.78</b>
N/A	4,500	Service	Mobile Radio Deployment Services	\$ 563.16	\$ 2,534,232.78

Mobile Package Contract Equipment Total	\$ 28,983,637.50
Mobile Package Contract Services Total	\$ 2,534,232.78
Mobile Package Services Discount	\$ (2,534,232.78)
<b>Mobile Contract Sub Total</b>	<b>\$ 28,983,637.50</b>

April 27, 2017  
 Use or disclosure of this proposal is subject  
 to the restrictions on the cover page.

Exhibit F  
Proposed Equipment Lease-Purchase Agreement

# EQUIPMENT LEASE-PURCHASE AGREEMENT

## Draft Version

Lease Number: [\_\_\_\_\_]

Date: [\_\_\_\_\_, 2017

### LESSEE:

CITY OF LOS ANGELES  
200 North Spring Street  
Los Angeles, CA 90012

### LESSOR:

MOTOROLA SOLUTIONS, INC  
500 West Monroe St.  
Chicago, IL 60661

This Equipment Lease-Purchase Agreement, together with Attachment A and Schedules A, B and C attached hereto and incorporated herein by this reference (collectively, this "Equipment Lease") sets forth the terms and conditions under which Lessor hereby leases to Lessee, and Lessee hereby accepts and leases from Lessor, certain equipment as described in Schedule A attached hereto (the "Equipment"). Items of equipment may be added to the Equipment from time to time by the parties' execution of amendments to this Equipment Lease.

The Equipment described in this Equipment Lease is being acquired by Lessee from Motorola Solutions, Inc, as vendor ("Vendor") pursuant to a purchasing agent contract by and between Vendor and Lessee and a related contract purchase order executed by Vendor and Lessee (the "Procurement Contract"). On the Commencement Date (as defined below), Lessor will create an account receivable of \$64,500,000 for the Procurement Contract acquisition price of the Equipment and concurrently therewith, Lessor will sell and assign Lessor's right, title and interest in and to this Equipment Lease and the Equipment (including Lessor's right to receive Lease Payments (as defined below) as and when due hereunder) to Motorola Solutions Credit Company LLC ("Motorola Credit") in exchange for \$[57,000,000] (the "Funded Amount"), which Lessor hereby represents and warrants is the acquisition price for the sale and assignment by Motorola Credit of Lessor's right, title and interest in and to this Equipment Lease and the Equipment to [\_\_\_\_\_] ("["]). Such sale and assignment by Lessor to Motorola Credit, such subsequent sale and assignment by Motorola Credit to [\_\_\_\_], and any subsequent sale and assignment are each subject to the limitations set forth in Section 15 of this Equipment Lease (Motorola Credit being the initial "Assignee" and [\_\_\_\_] and any future assignee of Lessor's right, title and interest in and to this Equipment Lease and the Equipment are each referred to hereinafter as an "Assignee"). Lessor will accept the Funded Amount as payment in full of the account receivable of \$64,500,000 for the Procurement Contract acquisition price of the Equipment in consideration of Lessee entering into this Equipment Lease, and Lessee is entering into this Equipment Lease in consideration of the initial Assignee paying the Funded Amount and Lessor's acceptance of the Funded Amount as payment in full of the account receivable of \$64,500,000 for the Procurement Contract acquisition price of the Equipment.

1. Lease Term. This Equipment Lease will become effective and will commence upon the execution hereof by Lessor and Lessee on [\_\_\_\_\_, 2017 (the "Commencement Date") and will remain in effect through the Lease Term (as hereinafter defined). The original issue discount portion of the Lease Payments commences to accrue under this Equipment Lease

on the date on which the Funded Amount is paid by the initial Assignee and accepted by Lessor as payment in full of the account receivable of \$64,500,000 for the Procurement Contract acquisition price of the Equipment. The term of this Equipment Lease will commence on the Commencement Date and terminate upon the first to occur of: (a) the exercise by Lessee of the option to prepay the Lease Payments under Section 18 hereof, (b) Lessor's election to terminate this Equipment Lease upon an Event of Default under Section 16 hereof, (c) the payment by Lessee of all sums required to be paid by Lessee hereunder or (d) May 1, 2023, which is the final scheduled Lease Payment due date set forth on Schedule B attached hereto, unless such date and the corresponding term of this Equipment Lease shall be extended for a period equal to the period the obligation to make Lease Payments was abated pursuant to Section 12 hereof, but in no event shall the term of this Equipment Lease be extended later than the then remaining economic useful life of the Equipment, as originally represented by the Lessor in Section 6 hereof or as later certified by the Lessor to the Lessee in writing (the "Lease Term").

2. Lease Payments; Covenant to Budget and Appropriate. (a) Subject to Sections 12 and 18 of this Equipment Lease, Lessee agrees to pay to Lessor or its Assignee, as rental for the beneficial use and enjoyment of the Equipment during each Rental Period, the Lease Payments (herein so called) in the amounts specified in Schedule B attached hereto. As used herein, "Rental Period" means each twelve-month period during the Lease Term, in the case of the first Rental Period, commencing on the Commencement Date and ending on the day immediately preceding the first Lease Payment due date set forth on Schedule B attached hereto and thereafter, commencing on each Lease Payment due date set forth on Schedule B attached hereto and ending on the day immediately preceding the next succeeding Lease Payment due date set forth on Schedule B attached hereto. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its Assignee may from time to time designate in writing), and will commence on the first Lease Payment due date set forth on Schedule B attached hereto (the "Lease Payment Commencement Date") and thereafter on each of the Lease Payment due dates set forth in Schedule B attached hereto. Lessee agrees to pay the Lease Payments from Legally Available Funds (as hereinafter defined), and represents that any such Lease Payments shall constitute fair consideration for the beneficial use and enjoyment of all Equipment delivered and accepted and made available for Lessee's beneficial use and enjoyment for each respective Rental Period. Each Lease Payment for the Equipment shall be payable in any Rental Period only to the extent Lessee has the beneficial use and enjoyment of the Equipment during such Rental Period. Any Lease Payment received later than ten (10) days from the Lease Payment due date set forth in Schedule B attached hereto will bear interest at a rate of 6% per annum from such Lease Payment due date until paid.

(b) So long as Lessee has the right to the beneficial use and enjoyment of the Equipment, and subject to Section 12 of this Equipment Lease, the obligations of Lessee to make Lease Payments for the Equipment or pay any other amounts due hereunder, and to perform and observe covenants and agreements contained therein, shall be absolute and unconditional under any and all circumstances subject to the terms and conditions of this Equipment Lease and without notice or demand by Lessor, notwithstanding any dispute between or among Lessee and Lessor, the Vendor, the manufacturer, seller or supplier of the Equipment or any other person.

(c) Lessee's obligation to make Lease Payments or pay any other amounts due hereunder, subject to the terms and conditions of this Equipment Lease, shall constitute a

current obligation payable exclusively from any funds that the governing body of Lessee duly appropriates or are otherwise legally available for the purpose of making such payments (the "Legally Available Funds"), and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory debt limitation or requirement. Lessee has not pledged its full faith and credit or its taxing power to make any Lease Payments or pay any other amounts due hereunder.

(d) Lessee hereby covenants to take such action as is necessary under the laws applicable to Lessee to budget for and include and maintain funds sufficient and available to discharge its obligation to meet, and to make all necessary annual appropriations for, all Lease Payments due hereunder in each of its fiscal years throughout the Lease Term. In so providing for the payment of Lease Payments in its annual budgets, Lessee may take into account Legally Available Funds (including the net proceeds of insurance) that are properly available to make such Lease Payments. The covenants on the part of Lessee herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the duty of each and every public official of Lessee to take such action and do such things as are required by law in the performance of the official duty of such officials to enable Lessee to carry out and perform the covenants and agreements agreed to be carried out and performed by Lessee in this Equipment Lease.

(e) Lessee shall not assert any right of set-off, defense, counterclaim, or recoupment for any reason whatsoever with respect to this Equipment Lease, except that Lessee may assert any right of set-off available to it as specifically provided in Section 264 of the City of Los Angeles Charter. To the extent permitted by applicable law, Lessee hereby waives any and all rights that it may now have or that at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Equipment Lease or any of the items of Equipment except in accordance with the express terms hereof.

(f) Such payments of Lease Payments and other amounts payable hereunder during the Lease Term shall constitute the total rental for each Rental Period during the Lease Term and shall be paid by Lessee in each Rental Period for and in consideration of the right of beneficial use and enjoyment of the Equipment during each such Rental Period for which said rental is to be paid. The parties hereto have agreed and determined that such Lease Payments payable for each Rental Period represents no more than the fair rental value of the Equipment for each such Rental Period. In making such determination, consideration has been given to costs of acquisition, installation and financing of the Equipment, other obligations of the parties hereunder, the uses and purposes which may be served by the Equipment and the benefits therefrom which will accrue to Lessee and the general public.

3. Delivery and Acceptance. Lessee will order the Equipment within six (6) months of the Commencement Date. Lessor will cause the Equipment to be delivered to Lessee at [\_\_\_\_\_], Los Angeles, California ("Equipment Location"). Lessee will accept any portion of the Equipment for purposes of this Equipment Lease as soon as it has been delivered and is operational. When all of the Equipment has been delivered and accepted by Lessee, Lessee shall evidence its acceptance of the Equipment by executing and delivering to Lessor a Final Delivery and Acceptance Certificate substantially in the form attached hereto as

Schedule C. All of the Equipment must be delivered and accepted at least one (1) year prior to the first Lease Payment due date set forth on Schedule B attached hereto.

4. Disclaimer of Warranties; Limitation of Liability. Lessee acknowledges that the Equipment is being manufactured and installed by the Vendor and in connection therewith, Vendor is providing to Lessee a five year extended warranty with respect to the Equipment and is also providing to Lessee a service and maintenance plan with respect to the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Equipment Lease and the Equipment to the initial Assignee. LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE PROCUREMENT CONTRACT, NEITHER LESSOR NOR ANY ASSIGNEE MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE, ON ONE HAND, AND LESSOR OR ANY ASSIGNEE, ON THE OTHER, THE EQUIPMENT SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH VENDOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST ANY ASSIGNEE. NEITHER LESSOR NOR ANY ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY. Lessee covenants and agrees not to assert against any Assignee any claims or defenses by way of set-off, counterclaim, recoupment or the like which Lessee may have against Vendor, except that Lessee may assert any right of set-off available to it as specifically provided in Section 264 of the City of Los Angeles Charter. Neither Lessor nor any Assignee is responsible for, and neither Lessor nor any Assignee shall be liable to Lessee for, damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. Lessee's Representations and Warranties. Lessee represents, warrants and covenants on the Commencement Date that: (a) Lessee is a state or a duly constituted political subdivision or agency of the state where the Equipment is to be located; (b) the execution, delivery and performance by the Lessee of this Equipment Lease has been duly authorized by all necessary action on the part of the Lessee; (c) this Equipment Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (d) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (e) Lessee will be the only entity to own, and Lessee's employees will be the only persons to use and operate, the Equipment during the Lease Term; (f) Lessee will do or cause to be done all things necessary to preserve and keep this Equipment Lease in full force and effect, (g) Lessee has complied with all applicable local, state and federal laws including without limitation laws regarding open meetings and public bidding, and by due notification presented this Equipment Lease and each Lease for approval and adoption as a valid obligation on its part, (h) Lessee has or will have sufficient funds available to pay all amounts hereunder as and when due and (i) the Equipment will be used for one or more authorized governmental or proprietary functions essential to Lessee's proper, efficient and economic operation.



6. Tax and Arbitrage Representations. Lessee further represents and covenants on the Commencement Date as follows: (a) the estimated total costs of the Equipment will not be less than the total principal portion of the Lease Payments set forth in Schedule B attached hereto; (b) no proceeds of this Equipment Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance on a federally tax-exempt basis; (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Lease Payments, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments; (d) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Lease Payments set forth on Schedule B attached hereto; (e) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Equipment Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (f) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Equipment Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (g) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the original issue discount portion of the Lease Payments to be or become includable in Lessor's gross income for Federal income taxation purposes under the Code and (h) the Equipment has been ordered or is expected to be ordered within six (6) months of the Commencement Date, and all of the Equipment is expected to be delivered and accepted within one (1) year of the Commencement Date.

Lessor represents on the date hereof that the economic useful life of the Equipment is not less than eight (8) years. Lessor acknowledges that the representation contained in the preceding sentence will be relied upon by Lessee in making certain of the representations contained in the Arbitrage and Tax Certificate delivered by the Lessee to the Lessor in connection with this Equipment Lease, and Lessor further understands that bond counsel to Lessee may rely upon the representation contained in the preceding sentence, among other things, in providing an opinion with respect to the exclusion from gross income of the original issue discount portion of the Lease Payments pursuant to Section 103 of the Code. Lessor shall provide a representation substantially in the form, and an acknowledgement substantially in the form, set forth in the second preceding sentence to Lessee as to the economic useful life of any items of equipment added to the Equipment from time to time.

Lessee acknowledges that any breach by Lessee of the covenants contained in Section 5 or this Section 6 of this Equipment Lease may cause the original issue discount portion of Lease Payments to become includable in gross income of the owner or owners thereof for federal income tax purposes. Upon an Event of Taxability, notwithstanding anything to the contrary contained in Section 11 of this Equipment Lease, Lessee agrees to pay promptly after any such Event of Taxability and on each Lease Payment due date set forth on Schedule B attached hereto thereafter to Lessor an amount equal to the difference between (A) the amount of the original issue discount portion of such Lease Payment that would have been paid to the Lessor during the period for which the original issue discount portion of such Lease Payment is includable in the gross income of the Lessor if such original issue discount portion had been calculated at a rate equal to the Taxable Gross Up Rate, beginning on the Taxable Date (the "Taxable Period"), and (B) the amount of the original issue discount portion of such Lease Payment actually paid to the Lessor during the Taxable Period. As used above, "Event of Taxability" means any breach by

Lessee of the covenants contained in Section 5 or this Section 6 of this Equipment Lease which has the effect of causing the original issue discount portion of Lease Payments to become includable, in whole or in part, in the gross income of the Lessor for federal income tax purposes. "Taxable Date" means the date on which the original issue discount portion of Lease Payments is first includable in gross income of the Lessor as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability. "Taxable Gross-Up Rate" means, with respect to a Taxable Period, the product of (i) the rate utilized to establish the original issue discount portion of Lease Payments during such period and (ii) 1.54. "Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following: (i) on the date when Lessee files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred; (ii) on the date when the Lessor has received written notification from Lessee, supported by a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax exempt municipal finance, to the effect that an Event of Taxability has occurred; (iii) on the date when Lessee shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that based upon filings of Lessee (or a statutory notice of deficiency, or a document of substantially similar import), or upon any review or audit of Lessee or upon any other ground whatsoever, an Event of Taxability shall have occurred; or (iv) on the date when Lessee shall receive notice from the Lessor that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Lessor the original issue discount portion of any Lease Payment due to the occurrence of an Event of Taxability; *provided, however*, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless Lessee has been afforded the opportunity, at its expense, to contest any such assessment within a reasonable period of time after the occurrence of any such Event of Taxability, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined. Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds, subject to Section 12 of this Equipment Lease.

7. Title to Equipment; Security Interest. It is Lessor's and Lessee's intention that this Equipment Lease not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes. Upon delivery of any Equipment to Lessee hereunder, title to such Equipment will vest in Lessee, subject to any security interest therein granted to Lessor under this Section 7, unless Lessor (or its Assignee) terminates this Equipment Lease pursuant to Section 17 hereof, in which event title to such Equipment shall immediately vest in Lessor (or its Assignee) free and clear of any right, title or interest of Lessee. In order to secure all of its obligations hereunder, Lessee hereby (x) grants to Lessor a first priority security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (y) agrees that Lessor or any Assignee may file such financing statements as necessary to evidence or perfect such security interest; and (z) agrees to execute and deliver all financing statements, certificates of title and other instruments reasonably requested by Lessor or any Assignee to evidence such security interest. Upon payment of all of the Lease Payments as the same become due and payable, Lessor will transfer any and all of its right, title and interest in all of the Equipment to

Lessee "AS IS", WITHOUT WARRANTY, express or implied, except that the Equipment shall be free and clear of any liens created by Lessor.

8. Use; Repairs. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor. Vendor is providing to Lessee a five year extended warranty with respect to the Equipment and is also providing to Lessee a service and maintenance plan with respect to the Equipment, and Lessee intends to satisfy its obligations under this Section 8 with such warranty and service and maintenance plan.

9. Alterations. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. Location; Inspection. The Equipment will not be removed from the Equipment Location without Lessor's prior written consent, which will not be unreasonably withheld; provided that any items of Equipment that are intended by design to be a mobile piece of technology or are installed in motor vehicles may be moved within the continental U.S. without consent, but the permanence base will remain the Equipment Location. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. Liens and Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those created hereunder. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within thirty (30) days of written demand as additional rental in addition to the Lease Payments.

12. Loss of Use or Enjoyment; Rent Abatement; Risk of Loss, Damage or Destruction. (a) If there is substantial interference with or loss of Lessee's beneficial use or enjoyment of the Equipment hereunder, Lease Payments due hereunder shall be abated in an amount such that the resulting Lease Payments in any Rental Period during which such interference continues does not exceed the fair rental value of such Equipment then available for Lessee's beneficial use and enjoyment as reasonably determined by Lessee. Lessee hereby waives the benefits of California Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate this Equipment Lease by virtue of any such interference, and this Equipment Lease shall continue in full force and effect. Lessee shall notify Lessor in writing of any threat to its beneficial use or enjoyment of the Equipment within fifteen (15) days after it learns of such threat. The obligation to make full Lease Payments with respect to any Equipment shall recommence as of the date of substantial completion of the work of repair or replacement, and the provisions of this Equipment Lease, including, but not limited to, dates on which Lease

Payments are due as set forth on Schedule B attached hereto, shall be extended for a period equal to the period the obligation to make Lease Payments was abated.

(b) All risk of loss, damage, theft or destruction to each item of Equipment shall be borne by Lessee. No such loss, damage, theft or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee hereunder, all of which shall continue in full force and effect, subject, however, to Section 12(a) hereof. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will either (i) replace the same with like equipment in good repair such that the fair rental value of such Equipment (including such replacement Equipment) then available for Lessee's beneficial use and enjoyment under this Equipment Lease is not less than the fair rental value of the original Equipment subject to this Equipment Lease; or (b) on the next Lease Payment due date, pay Lessor the Lease Payment due on such Lease Payment due date plus an amount equal to the portion of the then applicable Balance Payment set forth on Schedule B attached hereto allocable to such Equipment so lost, stolen, destroyed or damaged beyond repair under Section 18 hereof. Lessee is mitigating such risk of loss, damage, theft or destruction by maintaining the insurance required by Section 13 of this Equipment Lease.

13. Insurance; Rental Interruption. (a) Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or Lessee may self-insure against any or all such risks. All insurance or self-insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment set forth on Schedule B attached hereto. The initial amount of insurance or self-insurance required shall be as set forth in Schedule B attached hereto. Each insurance policy, if any, will name Lessee as an insured and Lessor or its Assignees as an additional insured and loss payee, and will contain a clause requiring the insurer to give Lessor prior written notice of any alteration in the terms of such policy or the cancellation thereof as permitted under the terms of such policy. The net proceeds of any such insurance or self-insurance will be payable to Lessee and Lessor or its Assignees as their interests may appear. Upon acceptance of the Equipment and upon each policy renewal date, as applicable, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee is self-insuring against any or all such risks, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

(b) Lessee shall maintain or cause to be maintained at its expense, throughout the Lease Term, insurance or self-insurance against Lease Payment abatement and loss of use of the Equipment or portions thereof under this Equipment Lease, with coverage equal to the maximum total Lease Payments payable by Lessee hereunder for any consecutive twelve (12) month period during the Lease Term. Such insurance or self-insurance shall cover abatement of Lease Payments payable by Lessee resulting from Lessee's loss of beneficial use or enjoyment of the Equipment hereunder or any substantial portion thereof and caused by any and all perils, either insured or uninsured, including acts of God. Such insurance or self-insurance may be



maintained in conjunction with or separate from any other similar insurance carried by Lessee. The net proceeds of such insurance or self-insurance shall be payable to Lessee and Lessor or its Assignees as their interests may appear in amounts equal to such abatement, if any, during the restoration period, in the order in which such abated Lease Payments come due and payable. Each insurance policy, if any, will name Lessee as an insured and Lessor or its Assignees as an additional insured and loss payee, and will contain a clause requiring the insurer to give Lessor prior written notice of any alteration in the terms of such policy or the cancellation thereof as permitted under the terms of such policy. Upon acceptance of the Equipment and upon each policy renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee is self-insuring against Lease Payment abatement and loss of use of the Equipment or portions thereof under this Equipment Lease, Lessee will furnish Lessor with a letter or certificate to such effect.

14. Indemnification. Lessee shall, to the extent permitted by law, indemnify, defend and hold Lessor harmless against any and all claims, actions, proceedings, expenses, damages or liabilities, including reasonable attorneys' fees and court costs, arising in connection with this Equipment Lease, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon; provided, however, that Lessee shall not be required to indemnify Lessor pursuant to this Section 14 for any claims, actions, proceedings, expenses, damages or liabilities to the extent, but only to the extent, caused by the willful misconduct or active negligence of the Lessor.

15. Assignment. Without Lessor's prior written consent, Lessee will not (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Equipment Lease, the Equipment or any interest in this Equipment Lease or the Equipment; or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Upon prior written notice to the Lessee and confirmation that the Assignee will be able to comply with Section 25 of this Equipment Lease, the Lessor may assign its rights, title and interest in and to this Equipment Lease, the Equipment and any documents executed with respect thereto, and/or grant or assign a security interest therein, in whole (but not in part) without Lessee's consent, so long as any such Assignee is an "accredited investor" (as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended) or any "qualified institutional buyer" (as defined in Rule 144A promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended) and so long as such assignment does not violate any City ordinance. Notwithstanding the foregoing, Lessor may not assign its rights, title and interest in and to this Equipment Lease, the Equipment and any documents executed with respect thereto, and/or grant or assign a security interest therein, to a bank or trust company as paying or escrow agent for holders of certificates of participation in this Equipment Lease. Any such Assignee shall have all of the rights of Lessor under this Equipment Lease. Subject to the foregoing, this Equipment Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

No assignment or reassignment of any Lessor's right, title or interest in this Equipment Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of such Assignee and confirmation that such Assignee will be able to comply with Section 25 of this Equipment Lease. During the Lease

Term, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Equipment Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. Event of Default. As used herein, the term "Event of Default" means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms hereof, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder, and such failure is not cured within thirty (30) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Equipment Lease or in any writing ever delivered by Lessee pursuant hereto or in connection herewith was false, misleading or erroneous in any material respect when made; (d) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within thirty (30) days after the institution or occurrence thereof; or (e) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. Remedies. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies:

(a) terminate this Equipment Lease and retake possession of the Equipment wherever situated and sell or lease, sublease or make other disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of Lessee. Lessor shall apply the sale proceeds in the following manner:

FIRST, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment, including reasonable attorney's fees and expenses;

SECOND, to pay Lessor (i) the amount of all unpaid Lease Payments, if any, that are then due and owing, together with interest and late charges thereon, (ii) the then applicable Balance Payment set forth on Schedule B attached hereto (taking into account the payment of past due Lease Payments as aforesaid), and (iii) any other amounts due hereunder; and

THIRD, to pay to Lessee the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Equipment;

(b) without terminating this Equipment Lease, to collect each installment of Lease Payments hereunder as it becomes due; and

(c) proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Equipment Lease or to recover for the breach thereof.

Notwithstanding anything to the contrary contained in this Equipment Lease, the exercise of rights or remedies hereunder is not intended, and shall not be construed to permit or authorize the acceleration of Lease Payments hereunder under any circumstance.

Upon an Event of Default hereunder and if so directed by Lessor, Lessee agrees to deliver the Equipment to Lessor, at Lessee's sole cost and expense, to a reasonable location specified by Lessor. In addition, Lessee shall execute and deliver such documents as may reasonably be required to evidence further that title to and possession of the Equipment is in Lessor, free and clear of any interest of Lessee and all liens and security interests to which the Equipment may have become subject.

18. Prepayment. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event which with notice or lapse of time, or both, could become an Event of Default then exists, Lessee will have the right to prepay the Lease Payments on any Lease Payment due date set forth in Schedule B attached hereto by paying to Lessor the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such prepayment conditions, Lessor will transfer any and all of its right, title and interest in all of the Equipment to Lessee "AS IS", WITHOUT WARRANTY, express or implied, except that the Equipment shall be free and clear of any liens created by Lessor.

19. Notices. All notices to be given under this Equipment Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth below or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

If to the Lessor, to:

[Insert]

If to the Lessee, to:

City of Los Angeles  
Office of the City Administrative Officer  
City Hall East, Room 1500  
200 North Main Street  
Los Angeles, California 90012-4190  
Attention: Debt Management Group

20. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Equipment Lease.



21. Governing Law. This Equipment Lease shall be construed in accordance with, and governed by the laws of, the State of California.

22. Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Equipment Lease.

23. Entire Agreement; Waiver. This Equipment Lease, together with each attachment and schedule attached hereto and each Delivery and Acceptance Certificate, and other documents or instruments executed by Lessee and Lessor in connection herewith, are incorporated herein by reference and made a part hereof. This Equipment Lease constitutes the entire agreement between the parties with respect to the lease of the Equipment, and shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Equipment Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Equipment Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition of this Equipment Lease shall not operate as a waiver of any subsequent breach hereof or thereof.

24. Execution In Counterparts. This Equipment Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument; provided, however, that only the original of this Equipment Lease marked "Lessor's Original" shall constitute the original for this Equipment Lease for purposes of the sale or transfer of this Equipment Lease as chattel paper.

25. Standard Provisions for City Contracts. Certain standard provisions for City contracts are attached hereto as Attachment A and are hereby incorporated by reference into this Equipment Lease, and the Lessor and each Assignee agree to be subject to all of such provisions. Anything herein to the contrary notwithstanding, to the extent of any conflict between Attachment A attached hereto and the other provisions of this Equipment Lease, the other provisions of this Equipment Lease shall be controlling.

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IN WITNESS WHEREOF, the parties have executed this Equipment Lease-Purchase Agreement as of the [\_\_\_\_\_] day of [\_\_\_\_\_] , 2017.

LESSOR:

MOTOROLA SOLUTIONS, INC

By: \_\_\_\_\_  
Title:

LESSEE:

CITY OF LOS ANGELES

By: \_\_\_\_\_  
Assistant City Administrative Officer

ATTEST:

HOLLY WOLCOTT, CITY CLERK

By: \_\_\_\_\_  
Deputy City Clerk

Approved as to form:  
this [\_\_\_\_\_] day of [\_\_\_\_\_] , 2017

MICHAEL N. FEUER, CITY ATTORNEY

By: \_\_\_\_\_  
Deputy City Attorney

## **ATTACHMENT A CITY'S STANDARD PROVISIONS**

The Lessor agrees to be subject to the following provisions unless otherwise exempt from any of such provisions or unless any of such provisions are not applicable. References herein to "Contractor" shall mean the "Lessor" (including any Assignee) under the Equipment Lease, and references herein to "Contract" or "contract" shall mean the Equipment Lease unless the context provides otherwise. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions of this Attachment A and the other provisions of the Equipment Lease, the other provisions of the Equipment Lease shall be controlling. Lessee's right to terminate the Equipment Lease pursuant to the provisions of this Attachment A may only be exercised on a Lease Payment due date set forth in Schedule B attached to the Equipment Lease and Lessee's concurrent prepayment of the Lease Payments on such Lease Payment due date pursuant to Section 18 of the Equipment Lease by paying to Lessor the Lease Payment then due together with the Balance Payment amount set forth opposite such date.

Section 1. Independent Contractor. Contractor is acting hereunder as an independent contractor and not as an agent or employee of Lessee. No employee of Contractor has been, is, or shall be an employee of Lessee by virtue of the contract, and Contractor shall so inform each employee organization and each employee who is hired or retained under the contract. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of Lessee.

Section 2. Los Angeles City Business Tax Registration Certificate. If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by Lessee's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this contract, Contractor shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

Section 3. Non-Discrimination And Affirmative Action. A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and Lessee. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall

comply with the Equal Employment Practices Provisions of the Los Angeles Administrative Code Section 10.8.3., in which event, said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event, said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of Lessee's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.

C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

Section 4. Equal Employment Practices. Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that, in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration, including compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical

handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.

C. As part of Lessee's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.

D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.

F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by Lessee. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with Lessee for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, Lessee shall have any and all other remedies at law or in equity for any breach hereof.

H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

I. At the time a supplier registers to do business with Lessee, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

K. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with Lessee.

Section 5. Living Wage Ordinance And Service Contractor Worker Retention Ordinance. A. Unless otherwise exempt in accordance with the provisions of the Ordinance referred to in this section, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

1. Contractor/Consultant assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO;
2. Contractor/Consultant further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor/Consultant shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor/Consultant shall deliver the executed pledges from each such subcontractor to Lessee within ninety (90) days of the execution of the Subcontract. Contractor's/Consultant's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor/Consultant to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
3. The Contractor/Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to Lessee with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor/Consultant shall post the Notice of Prohibition Against Retaliation provided by Lessee.



4. Any Subcontract entered into by the Contractor/Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
5. Contractor/Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

B. Under the provisions of §10.36.3(c) and §10.37.5(c) of the Los Angeles Administrative Code, Lessee shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if Lessee determines that the subject Contractor/Consultant has violated provisions of the LWO and the SCWRO.

C. Where under the LWO §10.37.6(d), the designated administrative agency has determined (a) that the Contractor/Consultant is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor/Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor/Consultant, the awarding authority may deduct the amount determined to be due and owing by the Contractor/Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO §10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor/Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor/Consultant may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Section 6. Equal Benefits Ordinance. Unless otherwise exempt, this contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code as amended from time to time.

A. During the performance of the contract, Contractor certifies and represents that Contractor will comply with the EBO.

B. The failure of Contractor to comply with the EBO will be deemed to be a material breach of this contract by Lessee.

C. If Contractor fails to comply with the EBO Lessee may cancel, terminate or suspend this contract, in whole or in part, and all monies due or to become due under this contract may be retained by Lessee. Lessee may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.



E. If Lessee's Designated Administrative Agency determines that a Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, Lessee may terminate the contract. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

Contractor shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at 213-847-1922."

Section 7. Americans With Disabilities Act. In implementing this Agreement, Contractor represents and certifies that it will:

A. Comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code Section 11135.

B. Not discriminate in the provision of its programs, services or activities on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.

C. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Contractor understands that Lessee is relying upon these certifications and representations as a condition to funding this Agreement.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

Section 8. Contractor Responsibility Ordinance. Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 et seq., of Article 14, Chapter 1 of Division 10 of

Attachment A-6

the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of such Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of §10.40.3(a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

Section 9. Minority, Women, And Other Business Enterprise Outreach Program. Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of Lessee, provided that such approval shall not be unreasonably withheld.

Section 10. Slavery Disclosure Ordinance. Unless otherwise exempt, this contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code as amended from time to time. Contractor certifies that it has complied with the applicable provisions of the Slavery Disclosure ordinance. Failure to fully and accurately complete the affidavit may result in termination of this contract.

Section 11. Child Support Assignment Orders. This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that Contractor will fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq., of the California Family Code; and (4) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract, subjecting this contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Contractor by Lessee.

Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to obtain compliance of its subcontractors shall constitute a default by Contractor under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by Lessee.

Contractor certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

Section 12. First Source Hiring Ordinance. Unless otherwise exempt, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code as amended from time to time.

A. Contractor shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.

B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview; (2) interview qualified individuals referred by EWDD; and (3) prior to filing any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.

C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

D. Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section

10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit Lessee's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the DAA determines that the Contractor has violated provisions of the FSHO.

Section 13. Limitations On Campaign Contributions In City Elections. The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to Lessee as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

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

Section 14. Iran Contracting Act Of 2010. For Contracts for the provision of goods and/or services estimated at \$1,000,000 or more, Contractor shall comply with the requirements of the Iran Contracting Act of 2010 (Public Contract Code Sections 2200-2208). Contractor shall, upon entrance of the contract and any renewal thereof, complete, sign and submit to Lessee the Iran Contracting Act of 2010 Compliance Affidavit. Provision of a false certification can result in certain penalties, including termination of the contract.

Section 15. Fair Chance Initiative For Hiring Ordinance. Unless otherwise exempt under Federal or State law, City Contractors and subcontractors with 10 or more employees are

prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms may be found at Department of Public Works, Bureau of Contract Administration at <http://bca.lacity.org/>.

**SCHEDULE A**

**EQUIPMENT**

Lease Number: [\_\_\_\_\_]

QUANTITY

DESCRIPTION (Manufacturer, Model, and Serial Nos.)

Refer to attached Equipment List.

## **SCHEDULE B**

### **LEASE PAYMENT SCHEDULE**

Funded Amount/Issue Price/Acquisition Price:	\$[57,000,000]
Total Original Issue Discount:	\$[7,500,000]
Total Lease Payments/Procurement Contract Acquisition Price:	\$64,500,000
Nominal Interest Rate:	0%
Effective Discount Rate:	[2.9]%

### **AMORTIZATION SCHEDULE**

<u>Payment Number</u>	<u>Due Date</u>	<u>Lease Payment</u>	<u>Principal Portion</u>	<u>Accrued Original Issue Discount Portion</u>	<u>Balance Payment</u>
1	May 1, 2019	\$12,900,000			51,600,000
2	May 1, 2020	\$12,900,000			38,700,000
3	May 1, 2021	\$12,900,000			25,800,000
4	May 1, 2022	\$12,900,000			12,900,000
5	May 1, 2023	\$12,900,000			-
Grand Totals		\$64,500,000 <sup>1</sup>			

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<sup>1</sup>\$64,500,000 is the contracted Procurement Contract acquisition price.



INITIAL INSURANCE REQUIREMENT: \$64,500,000

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that Lessor has sold its right, title and interest in and to the Equipment Lease and the Equipment to Motorola Solutions Credit Company LLC (“Motorola Credit”) in exchange for \$[57,000,000] (the “Funded Amount”), which Lessor has represented and warranted to Lessee is the acquisition price for the sale and assignment by Lessor to Motorola Credit, and which is also the acquisition price for the subsequent sale and assignment by Motorola Credit to [\_\_\_\_], of Lessor’s right, title and interest in and to this Equipment Lease and the Equipment, and that such Funded Amount is the issue price for the Equipment Lease for federal income tax purposes. The difference between the aggregate amount of Lease Payments shown on this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield of the Equipment Lease for federal income tax purposes is [2.9]%. Such issue price and yield shall be stated on the applicable Form 8038 G.

### CERTIFICATE OF INCUMBENCY

I, Holly Wolcott, do hereby certify that I am the duly elected or appointed and acting City Clerk of the City of Los Angeles, a charter city and municipal corporation duly organized and existing under its charter and the laws and Constitution of the State of California (the "City"), that I have custody of the records of the City, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the City holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of the City to enter into that certain Equipment Lease-Purchase Agreement Number [ ] dated [ ], 2017, between the City and Motorola Solutions, Inc.

Name

Title

Signature

_____	Assistant City Administrative Officer	_____
-------	--	-------

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Los Angeles, hereto this [ ] day of [ ], 2017.

By: \_\_\_\_\_  
City Clerk of the City of Los Angeles

[SEAL]

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment? Communications
2. Why is the equipment essential to the operation of City of Los Angeles? Police Department and Fire Department need to communicate with other officers and headquarters to ensure the safety of the public.
3. Does the equipment replace existing equipment? Yes  
If so, why is the replacement being made? Old and outdated
4. Is there a specific cost justification for the new equipment? No  
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Equipment Lease-Purchase Agreement for the current fiscal year and future fiscal years? General Fund

LESSEE: CITY OF LOS ANGELES

By: \_\_\_\_\_  
Its: Assistant City Administrative Officer

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

## **SCHEDULE C**

### **EQUIPMENT LEASE-PURCHASE AGREEMENT FINAL DELIVERY AND ACCEPTANCE CERTIFICATE**

The undersigned Lessee hereby acknowledges receipt of all of the Equipment described in Schedule A attached to the Equipment Lease-Purchase Agreement No. [\_\_\_\_], dated [\_\_\_\_], 2017, executed by the undersigned Lessee and Motorola Solutions, Inc (“Equipment”) and the undersigned Lessee has accepted all of the Equipment after full inspection thereof as satisfactory for all purposes of.

LESSEE:

CITY OF LOS ANGELES

By: \_\_\_\_\_  
Assistant City Administrative Officer

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

Exhibit G  
Field Service Bulletin



**Title:** XTS 5000 Contact Wear  
**Customer:** City of Los Angeles Fire Department (CA)  
**Product Affected:** XTS 5000 Portable Radios  
**Date:** 26 January 2014

### **ISSUE**

The City of Los Angeles Fire Department (CA) is reporting excessive wear and pitting on the battery contacts (radio side) of many of their XTS 5000 portable radios. One technician has stated that he has replaced nearly 30% of the radio contacts over the last three years. C3 case # 23719158 was opened on 21 November to document this issue.

### **PARTS RECEIVED**

Plantation Engineering received two XTS 5000 radios on 19 December for root cause analysis.

- Model H18UCH9PW7AN / SN 721CHF0226
- Model H18UCH9PW7AN / SN 721CMM0672

In addition to the radios listed above, Engineering received two batteries (NNTN4437B), one remote speaker microphone (NMN6193BSP04) and one antenna.

### **ANALYSIS**

Engineering conducted a visual inspection of the radio's contact headers. Advanced wear (wear into the copper base material) and pitting was noted on at least one of the three contacts for each sample radio received for analysis. The contacts on the received sample batteries also showed advanced wear patterns.

Engineering measured critical dimensions on both sample radios (contact heights, contact thickness, plating thickness and material, etc.). No anomalies were found.

The contact header on both radios, and both batteries, were replaced. Engineering also applied 'DeoxIT®GOLD' cleaner/lubricant to the contacts of both radios and both new batteries. The radios passed all subsequent mechanical and electrical verification testing.

All sample radios, batteries and accessories were returned to the customer on 21 January (FedEx tracking 540533336219).

### **CONCLUSIONS**

Contact material technologies used in the XTS 5000 portable radios are engineered to provide reliable interconnect between the radio and battery. However, to assure reliable performance, typical with all battery operated devices, it is important to assure that both sides of the electrical interface remain clean and free of foreign material and other non-conductive contaminants. Contamination on battery or radio contacts, such as fibers, dirt or other nonconductive materials may collect and cause intermittent radio/battery connection and power interruption (resets). This contamination can also cause accelerated wear to the radio and/or battery's contact surfaces.

### **RECOMMENDATIONS**

Engineering recommends implementation of Field Service Bulletin (FSB) #10013A. The purpose of this bulletin is to provide information relative to assuring integrity and reliability of the power contacts on the XTS 5000 and XTS 5000R portable radios and batteries.

**In instances where advanced wear is evident on the radio's and/or battery's contacts, the radio's contact header and the battery needs to be replaced.** The radio's contact header can be replaced by sending the radio to the Depot, referencing the FSB10013A. Batteries that are in warranty will be replaced by Motorola. Batteries



that are out of warranty are the responsibility of the customer. The Depot does not manage or service batteries. The inspection and application of 'DeoxIT®GOLD', as described in the FSB will be the responsibility of the customer.

**IMPORTANT:** It is very important to address any and all radios and batteries that exhibit advanced contact wear. If a worn battery is not replaced, that battery will decrease the effectiveness of 'DeoxIT®GOLD' and decrease the life of the radio's contacts.

As stated in the FSB, 'DeoxIT®GOLD' is for use on contacts that **DO NOT** show advanced wear. Advanced contact wear is defined as wear through either the radio OR the battery's contact platings (gold and nickel) to the base metal (copper). Advanced wear can also be characterized as 'pitted' contacts.

On contacts with minimal or no wear, Engineering testing has shown the 'DeoxIT®GOLD' cleaner/lubricant to be effective at cleaning, sealing, protecting and extending the life of the XTS series portable radio's contacts.

Motorola strongly believes that through proper preventive maintenance practices (as described in FSB10013A), the customer will experience a significant reduction in contact header replacements due to advanced contact wear and pitting. This includes a **COMPLETE** inspection of all customer radios and batteries, and the replacement of headers and/or batteries, as necessary. For ongoing application of 'DeoxIT®GOLD', Motorola recommends a minimum of once per year and any time a radio is brought in for service.





**MOTOROLA**

Government and Public Safety  
1301 E. Algonquin Road  
Schaumburg, IL. 60196

FSB NUMBER: FSB10013A  
APC: 320, 326, 527, 602, 721  
DATE: Aug-06(Up-Issue Feb-09)  
EXPIRES: None  
BULLETIN TYPE: Informational Only

# FIELD SERVICE BULLETIN

**Bulletin was Up-Issued to improve overall clarity**

**SUBJECT: XTS 3000, XTS 3500 and XTS 5000 Radio/Battery Contact Preventive Maintenance**

The purpose of this bulletin is to provide information relative to assuring integrity and reliability of the power contacts on the XTS 3000, XTS 3000R, XTS 3500, XTS 3500R, XTS 5000 and XTS 5000R portable radios and batteries.

**MODEL / SYSTEM AFFECTED:**

All XTS 3000, XTS 3000R, XTS 3500, XTS 3500R, XTS 5000, and XTS 5000R portable radio models and all compatible batteries are possibly affected

**SYMPTOM:**

Radios with a build up of contamination in the radio/battery contact interface may experience unexpected radio resets. For display radios, a reset will be accompanied by the display indicating 'Self Test' followed by the power-up tone. For non-display radios only the power-up tone may be heard. Radios may drop out of scan and/or revert back to the top channel or zone switch settings if the zone and/or the channel have been changed from the front keypad or from a remote accessory

**CAUSE:**

Contact material technologies used in the above noted portable radios are engineered to provide reliable interconnect between the radio and battery. However, to assure reliable performance, typical with all battery operated devices, it is important to assure that both sides of the electrical interface remain clean and free of foreign material and other non-conductive contaminants. Contamination on battery or radio contacts, such as fibers, dirt or other non-conductive materials may collect and cause intermittent radio/battery connection and power interruption (resets). This contamination can also cause accelerated wear to the radio and/or battery's contact surfaces.

**RESOLUTION:**

The 'DeoxIT@GOLD' cleaner/lubricant pen (supplier CAIG Labs, part number GX100P-UV) has been found to be very effective at cleaning and extending the life of the XTS series portable radio's contacts. DeoxIT@GOLD is available at numerous electronics suppliers (Radio Shack, McMaster Carr, Fry's, etc.) and directly from the manufacturer, CAIG Labs, at <http://www.caig.com>. The pen-based package is recommended as it provides better access to the recessed contacts of the battery. The pen's tip will most likely need to be modified (trimmed on the sides) to improve penetration into the battery contact slots.

Per the manufacturer's instructions, shake the pen and depress the tip until the fluid saturates the tip. Apply to each contact surface (radio AND battery sides). **IMPORTANT** - Extra care should be taken to ensure adequate lubricating of the larger contact surface area of the battery contacts.

After cleaning, inspect both contact surfaces for signs of advanced wear. Advanced contact wear is defined as wear through either the radio OR the battery's contact platings (gold and nickel) to the base metal (copper). Copper exposure is characterized by a distinctive orange-brown metal appearance surrounded by the silvery nickel underplate and gold top plating. In some cases, a magnified (8x to 10x) inspection may be required to verify wear into the base material. Polishing of the gold or nickel surface is common and is not considered a need for replacement.

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The information contained in this bulletin is intended for use by trained, professional technicians who have the proper tools, equipment, and training to perform the service described above. If applicable, enter this information or note this bulletin number and subject material in the appropriate equipment instruction manuals and make necessary schematic diagram changes. Labor and/or parts warranty reference is limited to products sold and in use in the United States. For products sold and in use internationally, this bulletin is for informational purposes only. Radios that are Agency Approved must follow designated agency guidelines. MOTOROLA and the Stylized M Logo are registered in the US Patent & Trademark Office. All other trademarks, product, or service names are the property of their respective owners.



Government and Public Safety  
1301 E. Algonquin Road  
Schaumburg, IL 60196

FSB NUMBER: FSB10013A  
APC: 320, 326, 527, 602, 721  
DATE: Aug-06(Up-Issue Feb-09)  
EXPIRES: None

**IMPORTANT** - In instances where advanced wear is evident on the radio's B+ header, it should be replaced per the following part number table . **IMPORTANT** - Batteries whose contacts exhibit advanced wear should also be replaced.

Radio Model	B+ Header Part Number
XTS 3000	0905585Z04
XTS 3500	0985973B04
XTS 5000	0985973B04

After cleaning the contact areas of any foreign material, let the lubricant/cleaner air dry for two minutes. **IMPORTANT** - Do not wipe dry. Replace the battery on the radio and test for intermittency by moving the battery relative to the radio as might occur in regular use.

Regular maintenance (at least annually) of this area is recommended to ensure contamination free interface and to prolong the life of the radio and battery contacts.

**SEVERITY RECOMMENDATION:**

Medium - Perform at next scheduled maintenance

**PARTS REQUIRED (HARDWARE/SOFTWARE):**

'DeoxIT®GOLD' cleaner/lubricant pen (supplier CAIG Labs, part number GX100P-UV)

**LABOR ALLOWANCE**

This is an informational bulletin. No labor warranty is implied, intended or authorized.