

AMENDED



**CITY OF MONTEBELLO
CITY COUNCIL, PUBLIC FINANCING AUTHORITY, AND SUCCESSOR AGENCY
JOINT REGULAR MEETING**

WEDNESDAY, JANUARY 11, 2023 AT 5:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL/PUBLIC FINANCING AUTHORITY

**David N. Torres, Mayor/Chairperson
Scarlet Peralta, Mayor Pro Tem/Vice Chairperson
Angie M. Jimenez, Councilmember/Member
Salvador Melendez, Councilmember/Member
Georgina Tamayo, Councilmember/Member**

CITY MANAGER/EXECUTIVE

**DIRECTOR
René Bobadilla**

CITY TREASURER

David Matanga

CITY ATTORNEY/AUTHORITY

**COUNSEL
Arnold M. Alvarez-Glasman**

CITY CLERK/SECRETARY OF AUTHORITY

Christopher Jimenez

DEPARTMENT HEADS

**Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation
Director of Public Affairs and Technology**

**Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Adrianna Kendricks
Michael Chee**

NOTICES

COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday, April 13, 2022. This City Council/Public Financing Authority/Successor Agency Joint Regular Meeting ("Council"/"PFA/SA") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California**. The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebellocal.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务, 请在会议前 72 小时联系市书记员办公室

RULES OF DECORUM:

As Established by Ordinance 2443, adopted on October 27, 2021: Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting, this includes clapping or otherwise speaking from their seats. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/PFA/SA or who otherwise disrupts the orderly conduct of the Council/PFA/SA's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council/PFA meetings, you may address the City Council/PFA in person the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@cityofmontebello.com, up until the day of the meeting, **Wednesday, January 11, 2023 by 3:00 p.m.** These comments will be submitted to all members of the City Council/PFA/SA and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council/PFA/SA. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council/PFA/SA, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#).

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

At this time, the general public may address the City Council/PFA on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

CLOSED SESSION 5:00 P.M.

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Two matters

REGULAR SESSION NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA CITY MANAGER

CEREMONIAL/PRESENTATIONS

3. **RECOGNITION OF NEW POLICE OFFICERS, POLICE EXPLORERS, AND FIREFIGHTERS**
4. **CITIZEN OF THE MONTH - DR. CARLOS MANUEL HARO**
5. **HUMAN TRAFFICKING AWARENESS MONTH**

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

At this time, the general public may address the City Council/PFA on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

6. **PUBLIC HEARING TO ADOPT RESOLUTION NO. 23-01 APPROVING A PROPOSED SUBSTANTIAL AMENDMENT NUMBER 2 TO THE FY 2020-21 CDBG/HOME ANNUAL ACTION PLAN TO REALLOCATE CDBG-CV FUNDED ACTIVITIES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Substantial Amendment Number 2 to the Fiscal Year 2020-21 Annual Action Plan Amendment; and
2. Adopt Resolution No. 23-01 approving Substantial Amendment Number 2 to the FY 2020-21 Annual Action Plan Amendment; and
3. Take such additional, related action that may be desirable.

7. **PUBLIC HEARING TO APPROVE AN ENERGY SERVICES CONTRACT WITH ALLIANCE BUILDING SOLUTIONS, INC.**

NOTE: This Public Hearing will be continued to the City Council Meeting of January 25, 2023 or at a date thereafter as determined by the City Council.

REGULAR BUSINESS

8. **REVIEW OF CURRENT COUNCIL ASSIGNMENTS TO VARIOUS BOARDS, AGENCIES, AD HOC AND TASK FORCE COMMITTEES**

RECOMMENDATION: It is recommended that the City Council:

1. Review and take action to fill assignments to various Boards, Agencies, Ad Hoc and Task Force Committees; and
2. Designate the Mayor as the representative to the Los Angeles County-City Selection Committee, and the Mayor Pro Tempore as the alternate representative; and
3. Designate the Mayor as the representative to the Board of Directors of Sanitation Districts No's. 2 and 15 of Los Angeles County, and designate an alternate member of the City Council as the alternate; and
4. Approve and fill assignments to the Financial Reporting Ad Hoc; and
5. Take such additional, related, action that may be desirable.

9. **ADOPT RESOLUTION NO. 23-03 APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-03 appointing James Enriquez, Public Works Director, as the primary board member and Rita Montalvo, Assistant Director, as the alternate board members representing the City of Montebello to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

10. **CITY COUNCIL VACANCIES – TWO (2) AT-LARGE SEATS**

RECOMMENDATION: It is recommended that the City Council:

1. Fill the two (2) City Council vacancies either by appointment or by calling a special election within 60-days of December 14, 2022, the date on which the vacancies occurred; or
2. Repeal by Ordinance that portion of the Montebello Municipal Code section 2.08.050(G) that established a temporary seven-member City Council.

11. **CONSIDERATION OF INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2459, REPEALING ORDINANCE NO. 2443; CONSIDERATION OF TEMPORARY STARTING TIME ADJUSTMENT FOR CITY**

COUNCIL MEETINGS AND ESTABLISH STUDY SESSION TO REVIEW NEWLY PROPOSED RULES OF ORDER

RECOMMENDATION: It is recommended that the City Council:

1. Introduce the attached Ordinance repealing previously adopted Ordinance 2443;
2. Temporarily adjust the starting time of City Council, Public Finance Authority and Successor Agency meetings;
3. Set a time to conduct a Study Session to review the proposed changes to the City Council/Authority/Agency Meeting Rules of Order offered by Mayor Torres; or
4. Take such additional, related action that may be desirable.

12. ADOPT RESOLUTION NO. 23-04 REINSTATING MAYOR TORRES' COUNCIL RIGHTS AND PRIVILEGES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt the attached Resolution reinstating Mayor Torres' Council rights and privileges; or
2. Take such additional, related action that may be desirable.

13. CONSIDERATION OF INTRODUCTION AND FIRST READING ORDINANCE NO. 2460, REPEALING VARIOUS EXCEPTIONS OF BIDDING PROCEDURES FOR PROFESSIONAL/SPECIAL SERVICES AND STANDARDIZATION OF GOODS AND SERVICES BY AMENDING CHAPTER 3.20.050 AND 3.21.025 OF THE MONTEBELLO MUNICIPAL CODE

RECOMMENDATION: It is recommended that the City Council:

1. Introduce the attached Ordinance amending Montebello Municipal Code sections 3.20.050 and 3.21.025 to repeal various exceptions of bidding procedures for professional and special services; and standardization of goods and services; and
2. Take such additional, related action that may be desirable.

14. APPROVE THE 2023 DATES FOR SPECIAL CITY COUNCIL STUDY SESSIONS

RECOMMENDATION: It is recommended that the City Council:

1. Approve the proposed 2023 calendar year dates establishing Special City Council Study Sessions

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

15. APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 3886 - SUMMER FOOD SERVICE PROGRAM PROVIDER

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 extending Agreement No. 3886 for an additional one-year (1-year) term to provide services for the City's Summer Food Service Program; and
2. Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
3. Take such additional, related, action that may be desirable.

16. AUTHORIZATION TO ISSUE PAYMENTS TO INTER-AGENCY COMMUNICATIONS INTEROPERABILITY (ICI) SYSTEM AUTHORITY THROUGH THE CITY OF GLENDALE FOR SERVICES PROVIDED BY MOTOROLA SOLUTIONS, INC. UNDER THE JOINT POWERS AGREEMENT (JPA)

RECOMMENDATION: It is recommended that the City Council:

1. Authorize payments to Interagency Communications Interoperability Authority (ICI System) through the City of Glendale for required radio maintenance and infrastructure repair services provided by Motorola Solutions, Inc. (MSI) for the duration of the six year agreement, and
2. Authorize the total contract expenditures not to exceed \$1,747,339 to account for the System Upgrade Agreement (SUA), Advance Series Package, and Master Site/DSR, and
3. Take such additional, related action that may be desirable.

17. ADOPT SUCCESSOR AGENCY RESOLUTION NO'S. 23-01 AND 23-02 APPROVING OF FISCAL YEAR 2023-24 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (23-24 ROPS)

RECOMMENDATION: It is recommended that the Successor Agency:

1. Adopt Successor Agency Resolution No. 23-01 adopting the Fiscal Year 2023-24 Recognized Obligation Payment Schedule (23-24 ROPS); and
2. Adopt Successor Agency Resolution No. 23-02 adopting the Successor Agency's administrative budget for the 2023-24 Fiscal year; and
3. Direct staff to submit all required resolutions and related documents to the State of California's Department of Finance per Assembly Bill 26, Senate Bill 107 and all related redevelopment dissolution statutes and guidelines; and
4. Take such additional, related action that may be desirable.

18. EMERGENCY PLUMBING REPAIRS AT VARIOUS LOCATIONS – CITY MANAGER'S FINAL REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the City Manager's final report of the emergency procurement of plumbing repairs at various locations as prescribed in Montebello Municipal Code Section 3.20.50; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by a total of \$99,969 in the Measure A Fund (Account No. 221-70-720-6040.45, Measure A, Parks and Recreation, Parks Maintenance, Sewer Maintenance); and
3. Take such additional, related action that may be desirable.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-02 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 11, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-02 Approving the Warrant Register dated January 11, 2023.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL ORALS

Council member announcements; requests for future agenda items; conference/meetings reports.

• Angie M. Jimenez, Councilmember

1. Jerry Griffin - follow up with staff on placing a framed image of the late Mr. Griffin at every fire station to honor his memory and help bring awareness to the members in the Montebello Fire Department during bullying prevention, mental health, suicide prevention month.
2. Formal Apology - ask for Council consensus to hold Mr. Torres accountable for his actions and behavior toward the employees he harassed and intimidated by offering a formal apology for the damage he caused them before considering reinstating his privileges.

- **Salvador Melendez, Councilmember:**
 1. Requesting Council consensus for a Resolution condemning the illegal blockade of Artsakh.
 2. Safety concerns on 6th Street and Whittier Blvd.

- **Georgina Tamayo, Councilmember:**
 1. Request for status of American Rescue Plan Act (ARPA) funds.
 2. Comments during City Council meetings should focus on issues and not be personalized.

- **Scarlet Peralta, Mayor Pro Tem**
 1. Reinstate Traffic & Safety Commission.
 2. Reinstate Civil Service Commission.
 - a. Develop a Traffic & Safety Q&A and Directory.

- **David N. Torres, Mayor**
 1. Requesting Council consensus directing staff to procure and install chairs in Council Chambers.
 2. Requesting Council consensus directing staff to address audio issues in Council Chambers.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 25, 2023 at 5:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, January 8, 2023 5:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk



ITEM # 6

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: PUBLIC HEARING TO ADOPT RESOLUTION NO. 23-01 APPROVING
A PROPOSED SUBSTANTIAL AMENDMENT NUMBER 2 TO THE FY
2020-21 CDBG/HOME ANNUAL ACTION PLAN TO REALLOCATE
CDBG-CV FUNDED ACTIVITIES**

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Substantial Amendment Number 2 to the Fiscal Year 2020-21 Annual Action Plan Amendment; and
2. Adopt Resolution No. 23-01 approving Substantial Amendment Number 2 to the FY 2020-21 Annual Action Plan Amendment; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, was a \$2.2 trillion economic stimulus bill passed by the 116th U.S. Congress and signed into law on March 27, 2020, in response to the economic fallout of the COVID-19 pandemic. Several existing Federal programs received supplemental funding as part of the CARES Act. For example, the Community Development Block Grant (CDBG) program received additional funds to assist with the impacts of the pandemic -- these funds were denoted as "CDBG-CV," to differentiate them from regular CDBG allocations. The City of Montebello received a total of \$910,151 in CDBG-CV funds through two funding cycles -- this amount was in addition to the annual allocation in CDBG funding the City receives.

These funds were programmed through the regular, approved HUD CDBG process (see "Analysis" section below for funding details). There are remaining, unused CDBG-CV

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT - MEETING OF JANUARY 11, 2023

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funds which must be formally re-allocated to be used for approved MCAP related expenses. With approval from the City Council, Staff will make the necessary budget adjustments to re-allocate the remaining \$322,909 in unused CDBG-CV funds. These additional funds will assist with ongoing efforts of the City's MCAP homeless outreach team, as well as provide additional funding to the sub-recipient Hearts of Compassion (HOC).

BACKGROUND/DISCUSSION:

The Community Development Block Grant (CDBG) entitlement program administered through the U.S. Department of Housing and Urban Development (HUD) allocates annual grants to local jurisdictions to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- and moderate-income persons.

In addition to the annual entitlement allocation, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) which provided \$2.2 trillion dollars in emergency funds to support individuals and businesses affected by the Coronavirus (COVID-19) pandemic and associated negative economic impacts. Under the CARES Act, Five Billion Dollars (\$5,000,000,000) was set aside in CDBG Coronavirus (CDBG-CV) funding to prevent, prepare, and respond to COVID-19.

As part of the CDBG-CV funding allocation, the City of Montebello was allocated \$391,402 in the first round and \$518,749 in the third round of CDBG-CV funding for a combined total of \$910,151. It is important to note that the second round of CDBG-CV funding was provided directly to the California Department of Housing and Community Development (HCD) to be distributed to jurisdictions with a large homeless population. With that said, the City of Montebello did not qualify to receive CDBG-CV2 (second round) funding from the State.

In the 2020-2021 Annual Action Plan Amendment, the CDBG-CV funds were allocated as identified in Table 1 (please see below). A portion of the programs identified in Table 1 were never executed due to factors related to the Coronavirus pandemic. According to the City's Participation Plan, a plan must be amended if more than 50% of the program funds will be reallocated. Therefore, Table 2 (please see below) identifies activities from which funds will be reallocated to existing, approved CDBG-CV activities and programs.

With guidance from HUD in connection with a solicitation from Heart of Compassion (HOC) via an email received by the City on October 20, 2022, it was determined that additional funds available under the CDBG-CV program could be allocated to HOC based on programming needs. City staff also reached out to Housing Rights Center (HRC) and YMCA to identify if they were interested in these additional CDBG-CV funds. HRC did not respond and YMCA was not able to use the funds according to the HUD regulations for preparing, preventing and responding to Coronavirus. This information was transmitted to HUD for confirmation and vetted by the City's HUD representative.

**CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT -
MEETING OF JANUARY 11, 2023**

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The CDBG-CV funds are to be used specifically to prepare, prevent, and respond to Coronavirus. HOC and MCAP have programs that achieve this goal. There is a deadline of March 10, 2024 for the use of these funds.

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act (CEQA), this project is exempt from CEQA under the common sense rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because it can be seen with certainty that there is no possibility that the proposed amendment to the Fiscal Year 2020-2021 Annual Action Plan will have a significant effect on the environment, the Project is not subject to CEQA pursuant to State CEQA Guidelines Section 15061(b)(3).

ANALYSIS:

Table 1 provides a summary of the original allocations in the 2020-2021 Annual Action Plan Amendment regarding CDBG-CV Funds. As a result of unforeseen effects of the Coronavirus pandemic, some activities listed in Table 1 were not carried out. In order for the City to properly utilize the remaining, unused funds (\$322,909), they must be formally re-allocated or else the City will risk forfeiting any unused funds and will need to remit them back to HUD. There is a demonstrated need for the MCAP program to utilize additional funds to assist the City's homeless, as well as providing much needed funds to the sub-recipient Hearts of Compassion.

Table 1

Activity Name/Action	Council Approval Date	Funding Type	Amount
Administration	12/16/2020	CDBG-CV	\$162,029.00
Montebello Community Assistance Program (MCAP)	12/16/2020	CDBG-CV	\$313,122.00
Rental/Utility Assistance (MCAP)	12/16/2020	CDBG-CV	\$290,000.00
Mortgage Relief Counseling (MCAP)	12/16/2020	CDBG-CV	\$20,000.00
YMCA Montebello/Commerce	12/16/2020	CDBG-CV	\$25,000.00
Mexican Opportunity American Foundation (MAOF)	12/16/2020	CDBG-CV	\$25,000.00
Hearts of Compassion (HOC)	12/16/2020	CDBG-CV	\$25,000.00

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Senior Food Distribution (Parks & Rec)	12/16/2020	CDBG- CV	\$10,000.00
Business Assistance - CCEDA	12/16/2020	CDBG- CV	\$40,000.00
		Total	\$910,151.00

Table 2, provides details on the amounts of each funding source and the specific program to which the funding is proposed to be re-allocated (and from where it will be re-allocated).

Table 2

Description	Action
FY 2020-2021 Annual Action Plan	<u>Cancel Projects:</u> Mortgage Relief Counseling (MCAP) \$20,000.00 Senior Food Distribution (Parks & Rec) \$10,000.00 Business Assistance - CCEDA \$40,000.00 Total: \$70,000
FY 2020-2021 Annual Action Plan	<u>Reallocate Remaining Project Funds From:</u> Rental/Utility Assistance (MCAP) \$252,434.27 Mexican American Opportunity Foundation (MAOF) \$475.07 Total: \$252,909.34 TOTAL TO BE RE-ALLOCATED: \$322,909.34
FY 2020-2021 Annual Action Plan	<u>Reallocate Funds as follows (To Existing Sub- Receipients):</u> Montebello Community Assistance Program (MCAP) \$250,000 Hearts of Compassion (HOC) \$72,909.34 Total: \$322,909.34

SUMMARY:

**CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT -
MEETING OF JANUARY 11, 2023**

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Subsequent to approval from the City Council, the Substantial Amendment Number 2 to the Fiscal Year 2020-21 Annual Action Plan will be submitted to HUD for final approval. Subrecipient agreements will be amended to reflect the re-allocation amounts. Funding associated with the updated programmatic uses will be appropriated in the proper accounts and reflected in the CDBG-CV budget in Fiscal Year 2022-23.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-01
2. Attachment B - 2nd Amendment AAP 2020-2021 - City Website

NEXT STEPS:

N/A

RESOLUTION NO. 23-01

A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF MONTEBELLO, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT TO HUD A SUBSTANTIAL AMENDMENT NUMBER 2 TO THE CITY'S FISCAL YEAR (FY) 2020-2021 CDBG/HOME ANNUAL ACTION PLAN AMENDMENT TO REALLOCATE CDBG-CV FUNDS TO EXISTING ACTIVITIES

RECITALS

WHEREAS, the City of Montebello ("City") has applied and received Community Development Block Grant Coronavirus (CDBG-CV) funds from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG and HOME program; and

WHEREAS, City staff published a public notice announcing the Fiscal Year (FY) 2020-2021 Substantial Amendment Number 2 Annual Action Plan in the Daily Journal on December 8, 2022, triggering a 30-day public comment period of the amended plan; and

WHEREAS, on January 11, 2023, the City Council of the City of Montebello ("City Council") held a duly noticed public hearing to consider adoption of the Substantial Amendment number 2 to the City's FY 2020-2021 draft Annual Action Plan Amendment to reallocate CDBG-CV Funds to existing activities.

WHEREAS, the total amount of CDBG-CV funds to be re-allocated are in the amount of \$322,909.34.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The above recitals are true and correct and incorporated herein by reference.

SECTION 2: The City Council approves and ratifies the Substantial Amendment number 2 to the City's FY 2022-2023 Annual Action Plan Amendment.

SECTION 3: The City Council approves the reallocation of CDBG-CV funds to existing activities in the amount of \$322,909.34.

SECTION 3: The City Manager is hereby authorized to make all conforming modifications and edits and to execute all implementing documents required by HUD to receive and reallocate funding identified under the approved amended annual Action Plan.

SECTION 4: The City Manager is hereby authorized to enter into agreements with eligible sub-recipients.

RESOLUTION NO. 23-01

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SECTION 5: That the City Clerk shall certify to the passage and approval of this resolution and it shall thereupon be in full force and effect.

APPROVED, AND ADOPTED this 11th day of January 2023.

David Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-01 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of January 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

CITY OF MONTEBELLO

LOS ANGELES COUNTY, CALIFORNIA

2020/2021 ANNUAL ACTION PLAN 2ND AMENDMENT



DRAFT DECEMBER 2022

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City has been notified by HUD that they will be receiving \$665,245 in CDBG funds for FY 2020-2021, and \$258,255 in HOME funds. The City is obligated to make payment on a Section 108 Loan (\$462,221) as well as administrative funds (\$231,725) which includes program income and prior year resources, allowing \$885,515 CDBG leftover to spend on public services, capital improvements and/or housing projects. The City also received \$910,151 in CDBV-CV funds in response to the COVID-19 pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	665,245	493,785	400,411	1,559,441	2,584,755	The City expects to receive \$3,250,000 over the next 5 years CDBG entitlement funds; \$665,245 in Year 1. Any unencumbered funds from prior year (s) will be allocated to public facilities improvements, and Housing Rehabilitation Grants/Loans Program.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	258,255	143,853	0	402,108	991,745	The City expects to receive \$1,500,000 over the next 5 years in HOME entitlement funds; \$258,255 in Year 1.
Other	public - federal	Other	910,151	0	0	910,151	0	The city Expects to receive \$910,151 in CDBG-CV funds in response to COVID.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to use state and local funds to leverage federal entitlement dollars, including but not limited to:

- City General Funds
- In-kind Donations
- Partnerships with local banks for home buying assistance

All sources and types of funds are more limited now due to the current economic climate, along with the demise of statewide redevelopment tax-increment funds and housing set-aside funds. The HOME program requires a local match which leverages local funds. The City anticipates assisting ten low to moderate-income homeowners through the Owner-Occupied Housing Rehabilitation and Preservation Program over the next five years. The Program offers housing rehabilitation loans to eligible homeowners (up to 80% of the MFI) using HOME funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not have any publicly owned land that is being considered for affordable housing. However, the Montebello Housing Development Corporation (MHDC) offers several programs (home buyer classes) that helps families with the purchase of a home. MHDC's most recent development projects was the redevelopment of a blighted property given to the City for the purpose of quality affordable housing. The house has been sold to income eligible families.

Discussion

See discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase affordable housing opportunities	2020	2025	Affordable Housing	Citywide	Affordable housing and lower housing costs	CDBG: \$0 HOME: \$0 CDBG-CV: \$0	Rental units rehabilitated: 1 Household Housing Unit
2	Maintain decent and energy efficient housing stock	2020	2025	Affordable Housing Non-Homeless Special Needs	Citywide	Reduced housing improvement costs	HOME: \$301,628	Homeowner Housing Rehabilitated: 2 Household Housing Unit
3	Create sustainable neighborhoods	2020	2025	Non-Housing Community Development	Qualified Census Tracts	Improve and correct infrastructure issues	CDBG: \$77,988	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 124 Persons Assisted
4	Expand fair housing choice and access	2020	2025	Public services	Citywide	Planning and Administration	CDBG: \$20,000	Other: 100 Other
5	Provide vital public services	2020	2025	Homeless Non-Housing Community Development	Citywide	Assistance for extremely low/low income households	CDBG-CV: \$563,122	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Increase earning capacity for LMI families	2020	2025	Non-Housing Economic Development	Citywide	Provide job training & opportunities for more jobs	CDBG: \$807,527	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2 Households Assisted
7	Expanding economic opportunities	2020	2025	Non-Housing Community Development	Citywide	Economic Opportunities/Section 108 Loan Repayment	CDBG: \$462,221	Other: 1 Other
8	Planning and Administration	2020	2021	Program Administration	Citywide	Planning and Administration	CDBG: \$211,705 HOME: \$100,480 CDBG-CV: \$162,029	Other: 1 Other

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Increase affordable housing opportunities
	Goal Description	Provide funding for the development of new affordable housing, homebuyer assistance programs and or utility or rent reduction programs for low and moderate income families. Fund housing solutions that may include: programs that increase homeownership, housing improvements for special needs populations, support integrated housing solutions and plans, and reduce barriers to affordable housing consistent with the City's Analysis for Impediment to Fair Housing Choice.
2	Goal Name	Maintain decent and energy efficient housing stock
	Goal Description	Provide funding for programs for owner-occupied housing rehabilitation including activities related to home improvements, energy efficiency, structural improvements, and/or other home sustainability projects.
3	Goal Name	Create sustainable neighborhoods
	Goal Description	Activities that improve the quality of life for residents including improving parks, creating green streets, improving accessibility, water and sewer system improvements, and road reconstruction and pedestrian safety.
4	Goal Name	Expand fair housing choice and access
	Goal Description	The City will continue to collaborate with entities that provide assistance for families and individuals seeking counseling and or legal solutions to fair housing, discrimination problems, and impacts due to COVID-19 pandemic.
5	Goal Name	Provide vital public services
	Goal Description	Provide needed public services that assist individuals and families in the following ways: crisis intervention, crime prevention, homeless prevention, services for at- risk families, shelter in-take services, senior and special needs services, nutrition and preventative health services, supplemental food/clothing/counseling and job search assistance to those who are homeless or at - risk of homelessness, and other vital social services including services in response to COVID-19 pandemic.
6	Goal Name	Increase earning capacity for LMI families
	Goal Description	Pursue opportunities that will connect LMI families with job training, career guidance, and part-time and full time work. The City also wishes to fund business recruitment, attraction and or expansion initiatives that generate jobs and respond to the impacts of the COVID-19 pandemic.

7	Goal Name	Expanding economic opportunities
	Goal Description	Needed infrastructure improvements.
8	Goal Name	Planning and Administration
	Goal Description	Planning and Administration provides funds for program and project delivery, general operation and administration of CDBG and HOME funds as well as planning and support for CHDO

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	Southern California Housing Rights Center (HRC)
2	SECTION 108 LOAN REPAYMENT
3	PUBLIC FACILITIES IMPROVEMENT
4	STREET IMPROVEMENTS
5	MONTEBELLO SENIOR CENTER IMPROVEMENTS
6	PLANNING AND ADMINISTRATION (CDBG)
7	HOUSING REHABILITATION & PRESERVATION PROGRAM
8	Acquisition & New Construction
9	PLANNING AND ADMINISTRATION (HOME)
10	MONTEBELLO COMMUNITY ASSISTANCE PROGRAM
11	Rental/Utility Assistance
12	YMCA Montebello-Commerce
13	Mexican American Opportunity Foundation (MAOF)
14	Hearts of Compassion (HOC)
15	CDBG-CV: Program Planning and Administration

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City recognizes that special needs populations encounter challenges due to low income and the special conditions that they face. Special needs populations are more likely to become homeless because of these factors. Special needs populations require housing and supportive services. The City considers supportive services and housing for special needs populations a high priority. Supportive services are also considered a high priority in the CoC. In 2020-2021, the City will fund a new public service homeless program improvement to public facilities and streets in eligible low-moderate areas.

In making project recommendations, consideration was given to a variety of thresholds that projects must meet to comply with CDBG objectives, including meeting one of the national objectives and addressing one of the community priorities set out in the Consolidated Plan. Staff also considered all engagement activities, housing and homeless data, established priority needs, cost reasonableness and effectiveness, activity management and implementation, experience with similar activities, past performance, leveraged funds, and completeness of the application. Project recommendations are for those projects determined most likely to be successful and maintain compliance with CDBG and HOME regulations.

AP-38 Project Summary

Project Summary Information

1	Project Name	Southern California Housing Rights Center (HRC)
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$20,000
	Description	
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 households assisted. Two housing rights workshops provided.
	Location Description	3255 Wilshire Blvd. Los Angeles, CA
	Planned Activities	CDBG funds will be used to provide fair housing services to residents to prevent discrimination, provide referrals, investigations, case management, and litigation, and resolve landlord tenant disputes.

2	Project Name	SECTION 108 LOAN REPAYMENT
	Target Area	Citywide
	Goals Supported	Increase earning capacity for LMI families Expanding economic opportunities
	Needs Addressed	Economic Opportunities/Section 108 Loan Repayment
	Funding	CDBG: \$462,221
	Description	SECTION 108 LOAN REPAYMENT
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	REPAYMENT OF SECTION 108 LOAN

3	Project Name	PUBLIC FACILITIES IMPROVEMENT
	Target Area	Qualified Census Tracts
	Goals Supported	Create sustainable neighborhoods
	Needs Addressed	Enhance facilities and programs for youth
	Funding	CDBG: \$465,084
	Description	Funds will be used to undertake facility improvements to City Fire Station.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 persons
	Location Description	1166 S. Greenwood Ave., Montebello
	Planned Activities	Update and improve fire stations.
4	Project Name	STREET IMPROVEMENTS
	Target Area	Qualified Census Tracts
	Goals Supported	Create sustainable neighborhoods
	Needs Addressed	Improve and correct infrastructure issues
	Funding	CDBG: \$77,988
	Description	Replacement of sidewalks, curbs, gutters, and comply with ADA in eligible LMI areas.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	20 families/households
	Location Description	eligible areas
	Planned Activities	Replacement of sidewalks, curbs, gutters, and comply with ADA.
5	Project Name	MONTEBELLO SENIOR CENTER IMPROVEMENTS
	Target Area	Qualified Census Tracts
	Goals Supported	Create sustainable neighborhoods
	Needs Addressed	Improve and correct infrastructure issues
	Funding	CDBG: \$342,443

	Description	Funds will be used to undertake facility improvements to the Montebello Senior Center to make facility more accessible/ADA upgrades.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 Seniors
	Location Description	115 S. Taylor Ave, Montebello, CA 90640
	Planned Activities	Funds will be used to undertake facility improvements to the Montebello Senior Center to make facility more accessible/ADA upgrades.
6	Project Name	PLANNING AND ADMINISTRATION (CDBG)
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$191,705
	Description	PLANNING AND ADMINISTRATION
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	PROGRAM ADMINISTRATION
7	Project Name	HOUSING REHABILITATION & PRESERVATION PROGRAM
	Target Area	Citywide
	Goals Supported	Increase affordable housing opportunities Maintain decent and energy efficient housing stock
	Needs Addressed	Reduced housing improvement costs
	Funding	HOME: \$100,000
	Description	HOUSING REHABILITATION & PRESERVATION PROGRAM
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	3 HOUSEHOLDS

	Location Description	CITYWIDE
	Planned Activities	HOUSING REHABILITATION & PRESERVATION
8	Project Name	Acquisition & New Construction
	Target Area	Citywide
	Goals Supported	Increase affordable housing opportunities
	Needs Addressed	Affordable housing and lower housing costs
	Funding	HOME: \$201,628
	Description	Acquisition/rehabilitation of property for low income housing
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Acquisition/Rehabilitation for low income housing
9	Project Name	PLANNING AND ADMINISTRATION (HOME)
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: \$100,480
	Description	PLANNING AND ADMINISTRATION
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	PLANNING AND ADMINISTRATION
10	Project Name	MONTEBELLO COMMUNITY ASSISTANCE PROGRAM
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Homeless prevention services
	Funding	CDBG-CV: \$563,000
	Description	MONTEBELLO COMMUNITY ASSISTANCE PROGRAM

	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	100 people
	Location Description	1166 S. Greenwood Ave, Montebello, CA 90640
	Planned Activities	The City will provide outreach services, motel vouchers, food, and showers for homeless persons in the community.
11	Project Name	Rental/Utility Assistance
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low income households Homeless prevention services
	Funding	CDBG-CV: \$37,565.73
	Description	Provide rental and utility assistance to low/mode income residents affected by COVID-19 pandemic
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	10 households
	Location Description	1600 West Beverly Blvd, Montebello
	Planned Activities	Provide rental and utility assistance to those affected by COVID-19 pandemic.
12	Project Name	YMCA Montebello-Commerce
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low income households
	Funding	CDBG-CV: \$25,000
	Description	Emergency food assistance distribution.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	100 persons assisted.
	Location Description	200 West Beverly Blvd, Montebello, CA
	Planned Activities	Food distribution

13	Project Name	Mexican American Opportunity Foundation (MAOF)
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low income households
	Funding	CDBG-CV: \$24,524.93
	Description	Emergency food distribution
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	100 persons
	Location Description	401 N. Garfield Ave. Montebello, CA 90640
	Planned Activities	Food distribution
14	Project Name	Hearts of Compassion (HOC)
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low income households
	Funding	CDBG-CV: \$97,909.34
	Description	Food distribution
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	200 persons
	Location Description	600 South Maple Ave, Montebello, CA
	Planned Activities	Food distribution
15	Project Name	CDBG-CV: Program Planning and Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG-CV: \$162,029
	Description	CDBG-CV: Program Planning and Administration
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	CDBG-CV: Program Planning and Administration

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City anticipates spending at least 70 percent of its entitlement funds in target areas, including areas that have low- and moderate-income concentrations or minority concentrations. Maps of low- and moderate-income concentrations and minority concentrations are attached.

HUD's funded activities are limited to the city's low- and moderate-income areas, which encompass the majority of the city's residential areas. Areas of the city outside of the CDBG target areas will benefit from activities that are limited clientele in nature, i.e., a person/household can benefit from a federally assisted program provided they meet the program's eligibility criteria. Eligibility is typically established by household income and household size.

CDBG program funds will be expended based on program criteria. For example, public services are available on a citywide basis for qualified beneficiaries; fair housing and program administration activities will also be carried out on a citywide basis. Housing code enforcement and community development projects (e.g., street and park improvement projects) will be carried out in the city's low- and moderate- income areas, i.e., areas where most residents meet HUD's low- and moderate-income definition.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	70

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City generally does not allocate funds on a geographic basis. On an annual basis, the City prioritizes the use of its CDBG funding for citywide housing and community development activities including housing, public services, fair housing, and public facilities. Activities identified under the public services category and targeted to special needs populations are offered on a citywide basis and/or where resources can be coordinated with existing facilities or services. Public improvements and public facilities are qualified as benefitting low- and moderate-income persons.

Discussion

See above discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

See Discussion section.

One Year Goals for the Number of Households to be Supported	
Homeless	100
Non-Homeless	400
Special-Needs	0
Total	500

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	12
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	1
Total	16

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

The City's strategies relating to affordable housing efforts include maintaining the affordable housing stock through the Housing Rehabilitation and Preservation Program; and support for rental assistance programs through the County, such as the Section 8 Housing Choice Voucher. The City's AI recommends amending portions of its zoning code that better supports affordable housing. The valued services help prevent homelessness and aim to assist at-risk youth and teenagers.

The City's housing policies support a Rental Rehabilitation Program by providing loans to investor owned properties to assist in the ability to improve the City's rental housing stock in need of rehabilitation, to provide safe, decent, and sanitary housing for lower income families. The City also puts funding toward the preservation of existing at-risk affordable housing for technical assistance to property owners and by monitoring Section 8 legislation. To facilitate the development of affordable units, the City uses the State's density bonus law by offering a density bonus of between 20 and 35%.

Typically, the City uses its HOME funds for low income housing development and rehabilitation of owner-occupied single-family properties. The City must use the HOME affordable homeownership limits provided by HUD when setting price limits for affordable home sales and when using HOME funds for home rehabilitation. Also, the use of funds for HOME assisted activities requires that the value of the property after rehabilitation must not exceed 95% of the median purchase price for the area. The HOME Final Rule offers two options for determining the 95% of median purchase price limit for owner-occupied single-family

housing, as noted below:

(1) HUD will provide limits for affordable housing based on 95 percent of the median purchase price for the area; OR

(2) Perform a local market survey to determine the 95 percent of median purchase price limit.

After review of the published 2020 HOME affordable homeownership limits provided by HUD, for Los Angeles County for determining 95 percent of the median purchase price limit, it was determined that the median price for Montebello homes is \$480,000. For a newly constructed unit, the limit is also \$480,000. Based on a comparison of local housing market listing prices and sales information, it was determined that the FHA limits do not accurately reflect current actual home purchase prices for the area. Therefore, a local market survey was conducted for Montebello home sales for a three-month period using HdL data. This survey shows a median price of \$655,000 in the City of Montebello and a 95% median value price of \$622,250.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Montebello does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

The City of Montebello does not own or manage public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

LACDA offers the Family Self-Sufficiency Program to assist residents toward greater independence and homeownership opportunities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

LACDA is not designated as troubled.

Discussion

The City supports the efforts of LACDA in making rental assistance available to low-income households through the Section 8 program, but the City has no direct involvement in the ownership or management of public housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

To address the needs of homeless individuals and families, the City continues its efforts to identify efficient and effective means to distribute limited resources for homeless needs. The City has designated emergency and transitional housing as high priorities for addressing homelessness. Other efforts undertaken by the City are identified below:

1. Homeless Shelters

To accommodate its share of the region's homeless, the City utilized numerous nonprofit organizations to offer shelter and services to homeless persons. The City plans on establishing a homeless program to help the homeless population in the City with emergency motel and food vouchers. The City also participates in the Los Angeles County Continuum of Care Community Forum. The City works within this collaborative to help identify needs and gaps in the housing/service needs of the region's homeless.

2. Transitional and Supportive Housing

Supportive housing, as defined by Section 50675.14 of the California Health and Safety Code, is housing with no limit on the length of stay and that is occupied by a target population. The target population for supportive housing includes low-income persons having one or more disabilities. These disabilities may include mental illness, HIV or AIDS, substance abuse, or other chronic health conditions. Such housing is also linked to on-site or off-site services that assist residents in retaining their housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. On- and off- site services may include, but are not limited to, tutoring, childcare, and career counseling.

Transitional housing, as defined by Section 50675.2 of the California Health and Safety Code, is housing configured as rental housing developments, which may include multifamily housing, single-family housing, or group homes. Such housing is operated under state or Federal program requirements that call for termination of assistance and recirculation of the housing unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Additional services that help individuals gain necessary life skills that support independent living are also allowed but not mandated.

State law allows a distinction in the permitting requirements for certain residential uses in single-family homes based on whether there are six or fewer, or seven or more, people served by the housing type. This size distinction currently exists in the City's Zoning Code for residential and group care facilities. Residential and group care facilities provide 24-hour per day residential living accommodations in exchange for the payment of money or other consideration, where the duration of tenancy is determined, in whole or in part, by the individual resident's participation in group or individual activities, such as counseling, recovery planning, or medical or therapeutic assistance. Residential or group care facilities include, but are not limited to, residential care facilities for persons with chronic, life-threatening illnesses, and alcoholism or drug abuse recovery or treatment facilities. Residential care facilities provide living accommodations for six or fewer

persons and group care facilities provide living accommodations for seven or more persons.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City plans on establishing a homeless outreach program to help the homeless population in the City with emergency motel vouchers. The City of Montebello also contracts with local service providers to assist in reducing homelessness.

Los Angeles County is divided into eight Service Planning Areas (SPAs), 1 through 8. The division of the County makes it easier for the Department of Public Health to target and track the needs of each area. Montebello is located in SPA 7.

Every year, the Los Angeles Continuum of Care coordinates a Shelter/Housing Inventory Count (HIC), which is a point-in-time (PIT) inventory of service projects, and a record of utilization of services. HIC records how many beds and units are dedicated to serving people experiencing homelessness (e.g., emergency shelter, transitional housing, and safe haven) or people who have experienced homelessness and are now in permanent housing. The homeless count for the City of Montebello in 2020 was 170 unsheltered and 0 sheltered. The City will fund projects within the City in the 2020-2021 program year.

The CoC offers housing and supportive services to address the needs of homeless persons. Within SPA 7:

Emergency Shelter:

- 541 beds serving individuals and families with children
- Transitional Housing
- 615 beds serving individuals with families with children Permanent
- Supportive housing
- 615 beds serving individuals with families with children

For the 2021-2021 program year, the City will allocate CDBG-CV fund to the help establish the Montebello Community Assistance Program (MCAP) which will outreach and engage the City's homeless population to support with emergency motel vouchers, PPE's, and hygiene kits. The City will also be a participant of the region's CoC.

Several programs, detailed below, offered in SPA 7 target different homeless client groups. The program presented below focuses on assessing the individual needs of homeless persons:

Coordinated Entry System (CES) – The CES is a framework that unites regional providers working collaboratively to house chronically homeless individuals. Using a common assessment tool, individuals are prioritized into the most appropriate housing based on their needs. The CES also coordinates County and

Federal resources from agencies such as the Department of Mental Health, the Department of Health Services, housing authorities, and the U.S. Department of Veterans Affairs.

Addressing the emergency shelter and transitional housing needs of homeless persons

SPA 7 offers a variety of homeless housing facilities serving different client groups, and includes emergency shelters, transitional housing and permanent supportive housing (See above information).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City has the goal of assisting homeless persons, especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth, make the transition to permanent housing and independent living include shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Homeless Family Solutions System – This program is a network of family homeless service providers that address the needs of homeless families or those at imminent risk of losing their housing. It works cooperatively with system partners to help families' complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – This program is a needs-based assistance program aimed at serving homeless or at-risk families with children from birth to age 5, some with current or past involvement with the County Department of Children and Family Services.

Supportive Services for Veteran Families (SSVF) – This program is a community-based, competitive grant program that rapidly rehouses homeless veteran families and prevents homelessness for those at imminent risk due to a housing crisis. The program's objective is to achieve housing stability through a short-term, focused intervention. The SSVF employs a housing-first model, which focuses on helping individuals and families access and sustain permanent rental housing as quickly as possible and without precondition, while facilitating access to those services that will help the veteran's family keep their housing.

HUD-VASH Vouchers (VASH) – The HUD-VASH program combines Housing Choice Voucher rental assistance for homeless veterans with case management and clinical services provided by the US Department of Veterans Affairs. The department provides these services for participating veterans at Veterans Affairs medical centers and community-based outreach clinics.

Unaccompanied Youth – Several programs serve this target group, including 1736 Family Crisis Center, Hathaway-Sycamores: Independent Living Program, Divinity Prophet: Independent Living Program, and

Richstone Family Center: Transitional Housing Program and Transitional Living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Agencies involved with persons discharged from institutions and systems of care, including the Los Angeles County Department of Children and Family Services, Department of Health Services, Department of Mental Health, and Los Angeles County Sheriff's Department, all have requirements stipulated by state law or county regulations requiring effective discharge planning and a specific transition plan to ensure that individuals and families are not discharged into homelessness.

In addition, the City of Montebello is planning on establishing a homeless outreach program known as MCAP. The program will focus on engaging the City's homeless population to support with emergency motel vouchers, PPE's, and hygiene kits, as well as help with accessing social service needs.

Discussion

Intro (con't)

This size distinction currently exists in the City's Zoning Code for residential and group care facilities. Residential and group care facilities provide 24-hour per day residential living accommodations in exchange for the payment of money or other consideration, where the duration of tenancy is determined, in whole or in part, by the individual resident's participation in group or individual activities, such as counseling, recovery planning, or medical or therapeutic assistance. Residential or group care facilities include, but are not limited to, residential care facilities for persons with chronic, life-threatening illnesses, and alcoholism or drug abuse recovery or treatment facilities. Residential care facilities provide living accommodations for six or fewer persons and group care facilities provide living accommodations for seven or more persons.

Discussion

The programs identified above, which address the needs of homeless persons and subpopulations of homeless, indicate that serving the homeless is a complex issue requiring a network of agencies, departments, and nonprofit community services agencies. It is fortunate that the City can utilize this network of agencies to provide housing and supportive services in addition to using limited CDBG funding.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

City staff, stakeholders and the community at-large identified and prioritized fair housing issues and contributing factors to fair housing. Barriers to affordable housing as well as other housing information can be found in the City's draft 2020-2025 AI. A summary of the high priority barriers to affordable housing include:

- High cost of housing
- Housing values are increasing faster than household incomes
- Low number of affordable homes vs. market rate or higher cost homes
- Low number of housing opportunities for larger families
- Low ability to become a homeowner
- Lack of household financial stability
- Lack of funds to subsidize economic development projects
- Undereducated residents
- Aging housing and infrastructure
- Homeless prevention services
- Current land use policies do not support the development of affordable housing

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The AI provided goals and action steps developed as a result of specific data captured and existing programs and policies. Agency consultation, community outreach activities data review and analysis process were needed to develop the plan's goals and associated action steps. (Refer to the AI, Table):

Goal 1: Increase affordable housing opportunities.

Goal 2: Increase home ownership.

Goal 3: Create public awareness of fair housing laws and affordable housing advocacy.

Goal 4: Increase training, education and employment opportunities.

The AI presents the Goals and Action Steps, if put in place could further fair housing and affordable housing. As part of the engagement process, ideas and recommended action steps were documented to help provide

clearer direction for Council, City staff and partnering agencies.

In the 2020-2021 AAP, the projects and programs that reduce the barriers to affordable housing include:

- Acquisition for Affordable Housing, Housing Rehabilitation Grants/Loans
- Montebello Community Assistance Program (MCAP)
- Fair Housing (HRC)

To remove or ameliorate the barriers to affordable housing, the City has adopted the following goals in the 2016–2021 Housing Element:

- To minimize governmental constraints, market constraints, and environmental constraints that may impede the development of new housing;
- To ensure that fair and equal housing laws are enforced;
- To address future housing needs by expanding housing opportunities in the City;
- To increase the supply of affordable housing stock through new housing construction and the conservation of existing housing stock; and,
- To review the development standards for residential development as a means to improve site design, architectural quality, and the livability of multi-family housing for all segments of the community.

Discussion:

See above.

AP-85 Other Actions – 91.220(k)

Introduction:

One of the primary constraints to meeting the needs of low-income residents is a lack of funding to fully address all the needs. Economic challenges and cuts in grant funding have resulted in budgetary constraints not only with the City but with nonprofit service providers as well.

Actions planned to address obstacles to meeting underserved needs

The City of Montebello recognizes that special needs populations encounter challenges due to low income and the special conditions that they face. Special needs populations are more likely to become homeless as a result of these challenges. Special needs populations require housing and supportive services. The City considers supportive services and housing for special needs populations a high priority. Supportive services are also considered a high priority in the Continuum of Care. In 2020-2021, the City will fund a new public service that will aid with housing and supportive services. The City also plans on funding multiple non-profit agencies throughout Montebello to address the needs of households affected by the COVID-19 pandemic.

Actions planned to foster and maintain affordable housing

The City's strategies relating to CDBG-funded affordable housing efforts include maintaining the affordable housing stock through the Housing Rehabilitation and Preservation Program; maintaining rental assistance programs such as the Section 8 Housing Voucher program; and providing assistance to households before they lose their housing. The City will utilize a combination of Federal and non-Federal funds to maintain existing affordable housing units and foster the creation of new affordable housing opportunities. The City is proposing providing rental, utility, and mortgage relief counseling through the MCAP program.

Actions planned to reduce lead-based paint hazards

The City's HOME-funded Housing Rehabilitation and Preservation Program follows the requirements of Lead Safe Housing Regulation 24 CFR Part 35 effective September 15, 2000, and the subsequent September 2000 HUD transition assistance policy. The City will use, when required, state of California-certified lead-based paint inspectors/risk assessors to test for lead paint and perform risk assessments on houses testing positive, and certified lead-based paint contractors to remove and/or abate lead paint.

Actions planned to reduce the number of poverty-level families

The City of Montebello continues to look for ways to expand economic activities to include all people and provide programs to those people who are less fortunate. The City has focused on the creation of jobs for low- and moderate-income persons through capital improvement projects, Section 108 loan funds. Programs related to housing improvement, homeless shelters, supporting the County's rental assistance program, and funding affordable housing creation have resulted in housing the homeless and improving the living conditions of the elderly and low-income families.

Many factors can contribute to persons living at or below the poverty level. Lack of higher education

opportunities, lack of marketable skills, unemployment or underemployment, lack of affordable childcare, lack of effective transportation, and lack of affordable housing all contribute to homelessness or persons living in poverty. These factors must be addressed to reduce the number of persons living in poverty.

While the City has no control over most of these factors, the City regularly provides referrals to those living below the poverty line. The City also provides a listing of public services agencies and homeless resources, and links to social service agencies. In addition, the City supports other government agencies, private developers, and nonprofit agencies that are involved in creating affordable housing and economic opportunities for low- and moderate-income residents.

The City is also proposing allocating funds to a Business Assistance program that will provide technical assistance to LMI Census Tract businesses in the City of Montebello.

Actions planned to develop institutional structure

CDBG funds received by the City are administered by the Finance Department. The City relies on a number of governmental departments and agencies, for-profit developers, and private, nonprofit organizations to carry out homelessness programs, affordable housing projects, seniors, at-risk youth, and other community development programs.

- The City's Planning and Community Development Department's functions directly impact and facilitate the development of housing.
- The Public Works Department is responsible for the design, construction, maintenance, and operation of public facilities as well as for administering infrastructure projects.
- LACDA administers the HUD Section 8 Housing Choice Voucher Program and public housing, which benefits the city's low-income population with publicly assisted rental housing.
- The City will provide emergency motel vouchers and services to the homeless population and to low- and moderate-income households.
- Housing developers are an important partner and essential for the development of market-rate and affordable housing. Private developers are unable to build affordable units without government or other subsidies because of the high cost of land in the city.

Gaps or weaknesses in the institutional structure may exist including: the loss of a redevelopment program is a significant challenge to fund future affordable housing projects. The primary funding source for affordable housing and its administrative costs is HOME. Also, CDBG funding reductions over the years has reduced funding that went to other community development programs. Essentially, these cutbacks resulted in staff and budgets reductions.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's Planning and Community Development Department maintains primary management and coordination of the various organizations involved in these processes. The staff within the Department works closely with other City departments and the community to develop programs and activities that improve low-

and-moderate-income neighborhoods throughout Montebello. The administration of the program activities includes housing, public facility and infrastructure improvements, public and social service activities, and economic development activities. The City collaborates with public agencies, for-profit agencies, and non-profit organizations in order to provide the aforementioned programming and services.

Discussion:

See above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	493,785
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	400,411
5. The amount of income from float-funded activities	0
Total Program Income:	894,196

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City does not receive any atypical loans, grant instruments, nonconforming loan guarantees, or other forms of investments.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City has general recapture and resale provisions in its HOME program guidelines which apply only to CHDOs. The City will impose HOME recapture provisions on any property sold by a CHDO to a homebuyer when the City provides a direct subsidy for down payment and or closing costs to the homebuyer.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

In instances where the homebuyer's home is sold to a qualified low-income buyer at an affordable price, the HOME loan balance shall be transferred to the subsequent qualified buyer and the affordability period shall remain in force. The resale provision shall remain in force from that date the legal documents are executed at loan closing until the expiration of the affordability period.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City has no current plans to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Housing Trust Fund (HTF)
Reference 24 CFR 91.220(l)(5)

1. Distribution of Funds

a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).

N/A

b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.

N/A

c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.

N/A

d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.

N/A

e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.

N/A

f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

N/A

g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

N/A

h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

N/A

i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.

N/A

j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

N/A

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

N/A

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

N/A

4. Performance Goals and Benchmarks. The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. Rehabilitation Standards. The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; Capital Needs Assessments (if applicable); and broadband infrastructure (if applicable).

6. Resale or Recapture Guidelines. Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

7. HTF Affordable Homeownership Limits. If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

8. Limited Beneficiaries or Preferences. Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

9. Refinancing of Existing Debt. Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the

primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

Discussion:

The City relies on its HOME Policies and Procedures Manual to follow compliance requirements of the HOME program.



ITEM # 8

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Alicia Fernandez, Senior Deputy City Clerk

**SUBJECT: REVIEW OF CURRENT COUNCIL ASSIGNMENTS TO VARIOUS
BOARDS, AGENCIES, AD HOC AND TASK FORCE COMMITTEES**

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Review and take action to fill assignments to various Boards, Agencies, Ad Hoc and Task Force Committees; and
2. Designate the Mayor as the representative to the Los Angeles County-City Selection Committee, and the Mayor Pro Tempore as the alternate representative; and
3. Designate the Mayor as the representative to the Board of Directors of Sanitation Districts No's. 2 and 15 of Los Angeles County, and designate an alternate member of the City Council as the alternate; and
4. Approve and fill assignments to the Financial Reporting Ad Hoc; and
5. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with these assignments.

BACKGROUND/DISCUSSION:

Annually, following the City Council reorganization meeting, the City Council reviews assigning members of the Council to represent the City on various Boards, Agencies, Ad Hoc and Task Force Committees. The Council will review the current assignments, attached herein as Attachments A and B, to either confirm or make any recommendations as desired. Once the City Council has confirmed the assignments to the various Boards and Agencies, staff then notifies the appropriated affected agencies.

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT - MEETING OF JANUARY 11, 2023

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Montebello Municipal Code Section 2.08.010 (Council Reorganization) provides that the City Council must reorganize by selecting one of its members as Mayor and Mayor Pro Tempore on the following occasions: (a) the second meeting in November in non-election years; (b) or at the first meeting immediately following the certification of election results in an election year.

As a result of the selection of a new Mayor and Mayor Pro Tempore, the City must also designate representatives to the Los Angeles County-City Selection Committee (City Selection Committee) and the Los Angeles County Sanitation Districts 2 and 15 (Sanitation District). Those agencies require that the Mayor be designated the representative; the Mayor Pro Tempore must be the alternate representative for the City Selection Committee and any Councilmember may be designated the representative for the Sanitation District.

In addition, each year in the months of May and December, the City Manager, Assistant City Manager, Director of Planning/Community Development and two members of the City Council attend the Innovating Commerce Serving Communities (ICSC) conference. The ICSC is a member organization for the advancement of the Marketplaces Industry, promoting and elevating the marketplaces and spaces where constituents shop, dine, work, play and gather as a community. Staff is recommending that the City Council designate two members to attend the 2023 conference.

Furthermore, at the Special City Council meeting held on December 21, 2022, City Council provided consensus to establish an Ad Hoc Committee to discuss the types of financial reports that are prepared by Staff. Appointments to this Ad Hoc are required.

ENVIRONMENTAL:

There is no environmental impact.

SUMMARY:

Staff recommends that the City Council review the list of assignments to the various Boards, Agencies, Ad Hoc, and Task Force Committees and either confirm or make any recommendations as desired, including establishing and designating two members of the City Council to serve on the Financial Reporting Ad Hoc. The attached lists show the current City Council appointments and are presented for the Council's review.

ATTACHMENT(S)

1. Attachment A - Commissions & Committees List for 2023
2. Attachment B - City Ad Hoc and Task Force Assignments for 2023

NEXT STEPS:

N/A



City Council Assignments to Other Jurisdictions

ORGANIZATION	COUNCIL REPRESENTATIVE	ALTERNATE REPRESENTATIVE	STIPEND	MEETING INFORMATION	LOCATION	CONTACT	EMAIL/PHONE
County of Los Angeles Sanitation Districts	Torres*	Jimenez	\$125.00	Meets 2nd and 4th Wednesday 1:30 p.m.; Delegate must be Mayor; anyone can be alternate.	Sanitation Districts of Los Angeles County 1955 Workman Mill Road, Whittier, CA 90601	Kim Compton	562-908-4288 ext. 1101
Los Angeles County City Selection Committee	Torres*	Peralta*	\$0	Meets 2-4 times a year as needed; Delegate must be Mayor, Alternate MPT, & CM with longest tenure thereafter.	Various locations in Los Angeles County	Lee Millen	cityselection@bos.lacounty.gov
San Gabriel Valley Council of Governments (SGVCOG)	Peralta	Melendez	\$75.00	Every 3rd Thursday of the month at 4pm, with a few exceptions of Special Meetings	Upper San Gabriel Valley Municipal Water District 602 E. Huntington Drive Monrovia, CA 91016	Katie Ward / Stefanie Hernandez	kward@sgvcog.org ; shernandez@sgvcog.org ; Office 626-457-1800
Capital Projects Committee - Alameda Corridor East Authority (ACE)	Jimenez	Melendez	\$0	Meets every 4th Monday 12:00 p.m.	West Covina City Hall 1444 W. Garvey Avenue West Covina, CA	Charlotte Stadelmann/ Eric Shen	cstadelmann@sgvcog.org ; (626) 962-9292; eshen@sgvcog.org
Gateway Cities Council of Governments	Jimenez	Vacant	\$125.00	Meet 1st Wednesday of the month 6:00 p.m.	Gateway Cities Office 16401 Paramount Blvd, Paramount, CA	Genny Cisneros	gcisneros@gatewaycog.org / (562) 663-6850
Independent Cities Association	Melendez	Jimenez	\$0	Meets 2nd Thursday of the month 7:00 p.m.	Location varies each month	-	ica@icacities.org
Montebello Chamber of Commerce	Torres	-	\$0	Meets Bi-weekly	Montebello Chamber of Commerce 817 West Whittier Blvd. Montebello, CA 90640	Adriana Dugan	adriana@montebellochamber.org
League of California Cities	Melendez	Jimenez	\$0	Meets four times a year, 4th Thursday of the month; 6-8 p.m. Schedule found at www.lacities.org	Location Varies	Kristine Guerrero, League Staff; Jennifer Quan,	kguerrero@cacities.org ; 626-716-0076; jquan@cacities.org (626) 786-5142
Los Angeles County Vector Control District (LACVCD)	Avik Cordeiro (Resident Reappointed 11/10/2021-11/2025 for a period of 4 yrs.)	-	\$100.00	Meets 2nd Thursday of the month 7:00 p.m.	L.A. County Vector Control District Headquarters 12545 Florence Avenue Santa Fe Springs, CA 90670	Truc Dever	info@glacvcd.org
Southeast Area Animal Control (SEAACA)	Vacant	Peralta	\$225.00	Meet 3rd Thursday 2:00 p.m.	Seaaca Office 9777 Seaaca Street Downey, CA 90241	Cathy Kyle, Manager, HR/Finance	administration@seaaca.org / (562) 803-3301 Ext. 221
Southern California Association of Governments (SCAG)	Melendez	Torres	\$0 - unless Regional Councilmember (CM) or Policy CM	Meets 1st Thursday of the month 9:00 a.m.	SCAG Main Office Wilshire Grand Center 900 Wilshire Boulevard, Suite 1700 Los Angeles, CA 90017	Maggie Aguilar/Cecilia Pulido	Maggie Aguilar, Clerk of the Board, (213) 630-1420, aguilarm@scag.ca.gov Cecilia Pulido, Deputy Clerk of the Board, (213) 630-1480, cpulido@scag.ca.gov



Ad Hoc and Task Force Assignments

Name of Committee/Task Force	Members	Name #1	Name #2	Date of Appointment
Ashiya Sister City Association Ad Hoc	2	Angie Jimenez	Torres	1/12/2022
Cannabis Ad Hoc Committee	2	Vacant	Angie Jimenez	<i>Reinstated 1/12/22</i> (previously established 1/9/19)
Economic Development Ad Hoc	2	Vacant	Scarlet Peralta	1/12/2022 <i>(established 2017)</i>
Farmer's Market Ad Hoc	2	Scarlet Peralta	Salvador Melendez	1/12/2022 <i>(established May 3, 2021)</i>
Homelessness Task Force	2	Salvador Melendez	Angie Jimenez	1/12/2022 <i>(established 2/28/18)</i>
Innovating Commerce Serving Communities Ad-Hoc"	2	Vacant	Angie Jimenez	1/12/2022 <i>(established 1/12/22)</i>
* Joint School District Ad Hoc	2	<i>Vacant</i>	<i>Vacant</i>	<i>Pending Approval from MUSD</i>
Military Task Force	2	Vacant	Torres	1/12/2022 <i>(established 8/11/22)</i>
Solid Waste Ad Hoc	2	David Torres	Scarlet Peralta	<i>Reinstated 1/12/22</i>
Streets Ad Hoc	2	Vacant	Angie Jimenez	1/12/2022 <i>(established 2/2017)</i>
Transportation Ad Hoc	2	Vacant	Angie Jimenez	1/12/22 <i>(established 1/12/22)</i>
Firework Ad Hoc	2	Vacant	Salvador Melendez	9/14/2022 <i>(established 9/14/22)</i>
Financial Reporting Ad Hoc	2			<i>(City Council Consensus received 12/21/22)</i>



ITEM # 9

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Arlene Salazar, Assistant City Manager

SUBJECT: ADOPT RESOLUTION NO. 23-03 APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-03 appointing James Enriquez, Public Works Director, as the primary board member and Rita Montalvo, Assistant Director, as the alternate board members representing the City of Montebello to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

BACKGROUND/DISCUSSION:

The City of Montebello joined the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) on June 26, 2013. As a result, it is now time to appoint one primary board member and up to three alternates to represent the City of Montebello on the Board of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

In accordance to GWMA's Bylaws adopted on October 12, 2015, all non-Legislative Body appointments to the GWMA Board must be made by Resolution. GWMA Board Members and alternate Board Members serve two-year terms beginning October 1st of each odd-numbered year and concluding on September 30th two years later. The draft resolution

**CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT -
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attached to this report would designate a Board Member and alternate Board Member(s) to serve continuously across successive two-year terms such that the governing body need not re-appoint the same persons to the GWMA Board every two years, unless the governing body desires to change its designated Board Member and/or alternate Board Member or must otherwise fill a vacancy.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Resolution No. 23-03 appointing James Enriquez, Public Works Director, as the primary board member and Rita Montalvo, Assistant Public Works Director, as the alternate board members representing the City of Montebello to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-03, GWMA Appointments

NEXT STEPS:

N/A

RESOLUTION NO. 23-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPOINTING A MEMBER AND ALTERNATE(S) TO THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY GOVERNING BOARD

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the City of Montebello is a member of the GWMA; and

WHEREAS, each member agency shall appoint one Member and up to three Alternate Members to the Governing Board in accordance with the GWMA Bylaws; and

WHEREAS, pursuant to the GWMA Bylaws, the Member and Alternate Members appointed by this Resolution shall hold office until September 30, 2025.

WHEREAS, pursuant to the GWMA Joint Powers Agreement and the GWMA Bylaws, the Member and Alternate Member(s) shall serve two-year terms beginning October 1st of each odd-numbered year.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

1. Effective January 11, 2023, James Enriquez, Director of Public Works, is appointed to serve as the GWMA Board Member representing the City of Montebello.
2. Effective January 11, 2023, Rita Montalvo, Director of Public Works is appointed to serve as alternate Board Member representing the City of Montebello.
3. The Board Member and alternate Board Member(s) designated above shall continue in their respective positions as if re-appointed for each successive two-year term, unless the Board Member or alternate Board Member(s) is replaced by subsequent action of this legislative body or he or she ceases to be employed by the agency.

APPROVED AND ADOPTED THIS 11TH DAY OF JANUARY 2023.

David N. Torres, Mayor

RESOLUTION NO. 23-03

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ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-03 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of January 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 10

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: CITY COUNCIL VACANCIES – TWO (2) AT-LARGE SEATS

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Fill the two (2) City Council vacancies either by appointment or by calling a special election within 60-days of December 14, 2022, the date on which the vacancies occurred; or
2. Repeal by Ordinance that portion of the Montebello Municipal Code section 2.08.050(G) that established a temporary seven-member City Council.

FISCAL IMPACT:

The estimated cost of the appointment of two (2) additional Councilmembers and their services for two years will be at a minimum of \$100,000, which includes monthly stipends, benefits, supplies, training and other related Maintenance and Operations expenses. The estimated cost of a special election will be from \$250,000 to \$300,000 for a city-wide election, with an additional \$100,000 for service costs. Repealing section 2.08.050(G) will save the General Fund between \$100,000 to \$400,000.

BACKGROUND/DISCUSSION:

At its meeting of June 22, 2022, the City Council adopted Ordinance No. 2451 that designated City Council seats to be placed on the ballot in the November 2022 election and to retain the two (2) at-large Council seats currently in place, thus expanding the City Council composition to seven members on a temporary basis. On December 14, 2022, five Councilmembers took their oath of office, leaving the two at-large seats vacant.

The City Council has the option to either (a) fill the two open City Council vacancies or

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT - MEETING OF JANUARY 11, 2023

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(b) repeal by ordinance that portion of the Montebello Municipal Code section 2.08.050(G) that established a temporary seven-member City Council.

Currently, Montebello Municipal Code section 2.08.050(G) reads as follows:

In addition to the five councilmembers to be newly elected in the November 2022 election, the two incumbent at-large councilmember seats will remain in office and will continue to serve as a councilmember until the expiration of their term, forming a temporary seven member legislative body. This provision will sunset on the date that the members elected from Districts 2 and 4 take their oath of office as a result of the election occurring in November 2024. At that time, the two existing at-large city council seats will be eliminated. Commencing with the November 2024 election, Districts 2 and 4 will become 4-year term seats, and only the five city council district seats will remain active, reverting the legislative body of the City of Montebello from seven members to five members.

Pursuant to Government Code section 36512(b), if the City Council decides to fill the two (2) remaining Council seats, the City Council must, within 60-days of the occurrence, fill a Council vacancy either (a) by appointment or (b) by calling a special election. If the City Council calls a special election, the special election shall be held on the next regularly established election date, not less than 114 days from the call of the special election. If the City Council opts to fill the vacancies by appointment, the Brown Act requires any interviews conducted by the entire City Council to be held in open session.

However, since the Councilmembers who were serving in the at-large seats were elected to their District seats, the law which prohibits a sitting Councilmember from having any action which reduces their term of office is not triggered as a result of the November 2022 election. Therefore, the City Council can repeal the provisions of the Montebello Municipal Code requiring the short term composition of the City Council to be expanded to 7 members and having the membership of the City Council remain at five (5).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council either fill the two Council vacancies by appointment or special election before February 13, 2023 or repeal that portion of Montebello Municipal Code section 2.08.050(G) that established a temporary seven-member City Council to revert back to a five-member Council.

**CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT -
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ATTACHMENT(S)

1. Attachment A - Ordinance 2458, Repeal 7 Member Council

NEXT STEPS:

N/A

ORDINANCE NO. 2458

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING SECTION 2.08.050 OF CHAPTER 2.08 OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL THE PROVISION ESTABLISHING A TEMPORARY SEVEN MEMBER CITY COUNCIL TO CAUSE THE CITY COUNCIL TO REMAIN A FIVE MEMBER BODY

WHEREAS, the City of Montebello (“City”) is a general law city, which is currently governed by five (5) council members who were all elected by all voters in the City in an at-large voting system; and

WHEREAS, at its meeting on February 9, 2022, the City Council adopted Ordinance No. 2444 establishing the by-district election process of Councilmembers to be implemented in the November 2022 election; and

WHEREAS, at its meeting on May 11, 2022, the City Council adopted Resolution No. 22-34 that formally adopted the City’s Council District Map consisting of five (5) districts; and

WHEREAS, pursuant to Government Code section 36501, the government of a general law city is vested in a city council of at least five (5) members; and

WHEREAS, as a result of the November 2022 election, there are currently five Councilmembers for the City of Montebello and two (2) vacant at-large City Council seats; and

WHEREAS, the City Council desires to remain a five (5) member legislative body; and

WHEREAS, the City and the City Council, by adopting this ordinance, are repealing that provision which established a temporary seven (7) member legislative body, to cause the City Council to remain a five-member body.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENT; ADDITIONS. Section 2.08.050 – Municipal Elections of the Montebello Municipal Code is hereby amended and will read as follows (deletions in ~~striketrough~~ and additions in double underline):

2.08.050 – Municipal Elections.

- A. Pursuant to Sections 1301 and 1000 of the California Elections code, commencing with the statewide election to be held on November 6, 2018, the city of Montebello's general municipal elections shall be held on the first Tuesday after the first Monday in November of even-numbered years to coincide with the statewide election.
- B. Pursuant to Sections 34886 and 34871(a) of the California Government Code, Council members will be elected on a by-district elections system. The term "by-district" as used in this Section shall mean election of members of the City Council by voters of the district alone. Candidates for council seats in each district shall be nominated and elected only by the voters of that district.
- C. Except as provided in subsection (D) of this Section, each Council Member must be a resident of and a registered voter in the council district from which the member is nominated at the time the member is nominated, elected, and throughout that member's term of office. In the event any Council Member ceases to be a resident of the district from which the member was nominated, the office shall immediately become vacant and shall be filled in the same manner as herein provided for other vacancies. If a Council Member ceases to be a resident of the district from which the Member was nominated solely because of a change in the boundaries of the districts, the Member shall not lose office during that term by reason of such change pursuant to California Government Code section 34882 and Elections Code section 10227.
- D. A Council Member in office at the time this section takes effect will continue in office until the expiration of a full term to which they were elected or appointed and until their successor is qualified. If vacancies in Council Member offices elected at-large occur before expiration of the full term thereof, such vacancies will be filled according to law from the City at-large.
- E. The number of Council Member districts of the City and the boundaries of said districts shall be adopted and established by the City Council by resolution no later than May 12, 2022. The by-district elections process and the established district boundaries shall be implemented in the City's next general election occurring on November 8, 2022.

F. District boundaries shall be adjusted by the City Council before the first day of November of the year following the year in which each decennial federal census is taken by majority vote of the total membership of the City Council, and as provided in Elections Code section 21601, 21602 and 21607. The district boundaries, but not the number thereof, may be changed by ordinance adopted by the City Council by majority vote of all its members; provided that districts established by the City Council shall be as nearly equal in population and as geographically compact as possible. However, the City Council shall not change the boundaries of districts more than once in any two (2) year period and no such change shall be made within the period of one hundred eighty (180) days preceding a general municipal election. The preceding limitations shall not apply to changes made necessary by changes to City boundaries, as provided in Elections Code section 21603. After City Council has exercised its power to change the boundaries of districts, these changes shall immediately be reflected in the district boundaries specified by ordinance adopted by City Council.

G. The following five (5) City Council district seats will be placed on the ballot for the November 2022 regular election, in accordance with the assigned term length for the district seat specified:

- i. District 1: 4-year term.
- ii. District 2: 2-year term.
- iii. District 3: 4-year term.
- iv. District 4: 2-year term.
- v. District 5: 4-year term.

~~In addition to the five (5) Councilmembers to be newly elected in the November 2022 election, the two (2) incumbent at-large Councilmember seats will remain in office and will continue to serve as a Councilmember until the expiration of their term, forming a temporary seven (7) member legislative body. This provision will sunset on the date that the members elected from Districts 2 and 4 take their oath of office as a result of the election occurring in November 2024. At that time, the two (2) existing at-large City Council seats will be eliminated. Commencing with the November 2024 election, Districts 2 and 4 will become 4-year term seats, and only the five (5) City Council district seats will remain active, reverting the legislative body of the City of Montebello from seven (7) members to five (5) members.~~

SECTION 3. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such

ORDINANCE NO. 2458

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decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 5. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 25TH DAY OF JANUARY 2023.

David Torres, Mayor

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 11th day of January, 2023, and was adopted by the City Council of the City of Montebello at its meeting held on the 25th day of January, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Christopher Jimenez, City Clerk



ITEM # 11

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arnold Alvarez-Glasman, City Attorney

BY: Arnold Glasman, City Attorney

SUBJECT: CONSIDERATION OF INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2459, REPEALING ORDINANCE NO. 2443; CONSIDERATION OF TEMPORARY STARTING TIME ADJUSTMENT FOR CITY COUNCIL MEETINGS AND ESTABLISH STUDY SESSION TO REVIEW NEWLY PROPOSED RULES OF ORDER

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Introduce the attached Ordinance repealing previously adopted Ordinance 2443;
2. Temporarily adjust the starting time of City Council, Public Finance Authority and Successor Agency meetings;
3. Set a time to conduct a Study Session to review the proposed changes to the City Council/Authority/Agency Meeting Rules of Order offered by Mayor Torres; or
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The fiscal impact of repealing Ordinance 2443 and implementing changes to the City Council/Authority/Agency Meeting Rules of Order is unknown at this time and cannot be determined until such changes are defined.

BACKGROUND/DISCUSSION:

At its meeting of October 27, 2022, the City Council adopted Ordinance No. 2443 amending and restating the rules of order for the conduct of all City Council and Successor Agency meetings, proceedings, business, and rescinding Resolution Nos. 89-70, 06-22, 11-89 and 19-124. At the City Council meeting of December 21, 2022, at the request of Mayor Torres, the City Council directed the City Attorney to prepare

**CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT -
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documents to repeal Ordinance No. 2443 relating to Chapter 2.14 of the Montebello Municipal Code. In further dialog with Mayor Torres, the City Attorney has confirmed his intent from his December 21, 2022 City Council Oral communication to include the following:

1. To take steps to repeal Ordinance 2443.
2. To request a time to conduct a study session to review Mayor Torres' proposed changes to the City Council/Agency Meeting Rules of Order. Such changes will be submitted by Mayor Torres prior to the study session.
3. To temporarily adjust the starting time of City Council and Successor Agency meetings to accommodate the work schedule of Councilmember Tamayo and to facilitate availability for residents' public participation.

If the City Council introduces the attached Ordinance and adopts the Ordinance at the January 25, 2023 City Council meeting, the previously adopted City Council/Agency Meeting Rules of Order would be removed from the Municipal Code. A process would need to be established to craft new Rules of Order. In addition, Mayor Torres has communicated his request to set a date for a study session to review this matter. Finally, he is requesting a change in the starting time of City Council and Successor Agency meetings during this transition period.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council introduce the attached Ordinance repealing previously adopted Ordinance 2443; temporarily adjust the starting time of City Council and Successor Agency meetings; and set a time to conduct a Study Session to review the proposed changes to the City Council/Agency Meeting Rules of Order offered by Mayor Torres.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2459, Repealing CC Meeting Conduct (Ordinance No. 2443)

NEXT STEPS:

N/A

ORDINANCE NO. 2459

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REPEALING BY REFERENCE CHAPTER 2.14 "CITY COUNCIL/AGENCY MEETING RULES OF ORDER" OF THE MONTEBELLO MUNICIPAL CODE

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 89-70, 06-22, and 11-89, adopted rules for the conduct of its City Council ("Council") and Successor Agency ("Agency") meetings.; and

WHEREAS, on October 27, 2021, the City Council adopted Ordinance No. 2443 amending and restating the rules of order for the conduct of all City Council and Successor Agency meeting, proceedings, business, and rescinding Resolution Nos. 89-70, 06-22, 11-89 and 19-124.

WHEREAS, the City Council desires to repeal Chapter 2.14 "City Council/Agency Meeting Rules of Order" of the Montebello Municipal Code.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENT; RESERVATION. Chapter 2.14 – City Council/Agency Meeting Rules of Order – is hereby stricken in its entirety from Title 2 – Administration and Personnel – of the Montebello Municipal Code and reserved for future use. (deletions in ~~strikethrough~~ and additions in double underline):

Chapter 2.14 – ~~CITY COUNCIL/AGENCY MEETING RULES OF ORDER~~ Reserved.

SECTION 3. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after adoption by the City Council.

SECTION 5. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 25TH DAY OF JANUARY 2023.

David N. Torres, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 11th day of January, 2023, and was adopted by the City Council of the City of Montebello at its meeting held on the 25th day of January, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk



ITEM # 12

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arnold Alvarez-Glasman, City Attorney

BY: Arnold Glasman, City Attorney

SUBJECT: ADOPT RESOLUTION NO. 23-04 REINSTATING MAYOR TORRES' COUNCIL RIGHTS AND PRIVILEGES

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt the attached Resolution reinstating Mayor Torres' Council rights and privileges; or
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Adopting the attached Resolution has no fiscal impact.

BACKGROUND/DISCUSSION:

At its meeting of August 24, 2022, the City Council adopted Resolution No. 22-73 addressing certain actions directed at then Councilmember, now Mayor, David Torres. At the City Council meeting of December 21, 2022, the City Council directed the City Attorney to prepare a resolution reinstating Mayor Torres' Council rights and privileges.

If the City Council adopts the Resolution provided, the City Council is only addressing Section 4 of Resolution 22-73 reinstating Mayor Torres' privileges. All other findings and actions by the City Council who adopted Resolution 22-73 remain unchanged and are not being addressed or evaluated by the City Council in their consideration of the attached reinstatement Resolution.

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ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council consider the attached Resolution which reconfirms Mayor Torres' right to participate in future appointments to all internal City committees and all external multi-jurisdictional appointments. In addition, Council Member Torres' privilege of traveling to conferences and other events at public cost and expense would be reinstated effective December 21, 2022.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-04

NEXT STEPS:

N/A

RESOLUTION NO. 23-04

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO REINSTATING MAYOR TORRES' TRAVEL AND ATTENDANCE PRIVILEGES AT CONFERENCES AND OTHER EVENTS AT PUBLIC COST AND EXPENSE AND RECONFIRMING MAYOR TORRES' CONTINUED RIGHT TO PARTICIPATE IN INTERNAL AND EXTERNAL MULTI-JURISDICTIONAL APPOINTMENTS

WHEREAS, on August 24, 2022, the then Montebello City Council adopted Resolution No. 22-73 after receiving a presentation relating to an investigation and findings as conducted by Special Legal Counsel Nancy Doumanian entitled "Administrative Investigation for City of Montebello of Council Member David Torres" (referenced hereinafter as "Investigative Report"); and

WHEREAS, Resolution No. 22-73 delineated certain actions upon then Councilman now Mayor Torres specifically as found in various Sections of the Resolution; and

WHEREAS, the Montebello City Council wishes to address the language found in Section 4 and reinstate Mayor Torres' travel and attendance at events on behalf of the City and to further reconfirm his right to participate in internal and external multi-jurisdictional appointments.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. In addressing only the language expressed in Section 4 of Resolution No. 22-73 the City Council hereby reconfirms Mayor Torres' right to participate in future appointments to all internal City committees and all external multi-jurisdictional appointments. In addition, Council Member Torres' privilege of traveling to conferences and other events at public cost and expense is hereby reinstated effective December 21, 2022.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 11TH DAY OF JANUARY 2023.

David N. Torres, Mayor

RESOLUTION NO. 23-04

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ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-04 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of January 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 13

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arnold M. Alvarez-Glasman, City Attorney

BY: Arnold Glasman, City Attorney

**SUBJECT: CONSIDERATION OF INTRODUCTION AND FIRST READING
ORDINANCE NO. 2460, REPEALING VARIOUS EXCEPTIONS OF
BIDDING PROCEDURES FOR PROFESSIONAL/SPECIAL SERVICES
BY AMENDING CHAPTER 3.21.025 OF THE MONTEBELLO
MUNICIPAL CODE**

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Introduce the attached Ordinance amending Montebello Municipal Code section 3.21.025 to repeal various exceptions of bidding procedures for professional and special services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The fiscal impact of the proposed change to the Montebello Municipal Code is unknown. The proposed removal of certain sections of Chapter 3.21.025 of the Montebello Municipal Code would make it necessary to conduct a formal bid and/or proposal for professional services (which was not the case under the existing code language) -- even in the case of an emergency. The increased number of formal bids/proposals will require additional staff time to prepare, review, score and (where necessary) seek City Council approval. This additional workload will have a budgetary and organizational impact.

BACKGROUND/DISCUSSION:

At the City Council meeting of December 21, 2022, at the request of Mayor Torres, the City Council directed the City Attorney to prepare documents to repeal certain exceptions

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to bidding procedures for professional and special services set forth in Section 3.21.025 of the Montebello Municipal Code.

If the City Council introduces the attached Ordinance and adopts the Ordinance at the January 25, 2023 City Council meeting, the previously adopted exceptions to the bidding procedures for professional and special services will be repealed -- specifically Section 3.21.025(A), (B), (C) and (G). This action will not restrict or limit the authority of the City Manager to enter into professional or special service contracts as authorized in Section 3.21.050 and 3.21.070.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will review the attached Ordinance that proposes to repeal certain exceptions to bidding procedures for professional and special services set forth in Section 3.21.025 et al (i.e., 3.21.025(A), (B), (C) and (G)) of the Montebello Municipal Code and introduce the same or take other action.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2460

NEXT STEPS:

N/A

ORDINANCE NO. 2460

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING SECTION 3.20.050 OF CHAPTER 3.20 AND SECTION 3.21.025 OF CHAPTER 3.21, TITLE 3, OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL CERTAIN EXCEPTIONS TO THE BIDDING PROCEDURES FOR PROFESSIONAL AND SPECIAL SERVICES AND PURCHASES OF SUPPLIES AND EQUIPMENT

WHEREAS, the City of Montebello ("City") is a general law city under California Government Code Section 34102; and; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of Montebello may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Montebello Municipal Code defines "professional/special services" as services which require special performance criteria; special or specific equipment; specific experience, knowledge, training, personal judgment, quality of work or factors other than simply obtaining services at the lowest cost to the city; and

WHEREAS, the City Council desires to amend Sections 3.20.050 and 3.21.025 of the Montebello Municipal Code to repeal certain exceptions to the bidding procedures for professional and special services and purchases of supplies and equipment.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENT. Section 3.20.050 – Conformance with Bidding Procedures – of Chapter 3.20, Title 3, is hereby amended and will read as follows (deletions in ~~strike through~~ and additions in double underline):

3.20.050 - Conformance with bidding procedures.

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

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- A. Emergency Procurement: When an emergency, as determined by the purchasing agent with the approval of the city manager in writing, is deemed to require that an order be placed with the nearest available source of supply;
- B. Sole/Single Source Goods and/or Services: When the supplies and equipment needed can be obtained from one source only, such that written declaration of such will be required and noted by standard forms;
- C. ~~Standardization of Goods and/or Services: When goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the city. Examples of items lending themselves to standardization are computer equipment, computer hardware and software products, public safety equipment such as ammunition, ballistic vests, light bars, mobile radios, camera systems, and fire apparatus. The purchasing officer shall have discretion in determining what goods and/or services fall within this category;~~
- D. City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same;
- E. Less than Two Thousand Dollars: When the amount of the purchase involved is less than two thousand dollars and cumulative citywide purchases from a single vendor/consultant/firm/etc. have not exceeded this amount during the fiscal year (July 1 - June 30);
- F. Cooperative Purchase - Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term "cooperative governmental purchase program" means any combination between the city and any other public agency or public agencies for the joint purchase of goods and/or services.
- G. Piggyback Purchase - If the Purchasing Officer determines it to be in the best interest of the city, the Purchasing Officer is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.
- H. ~~Professional Services—Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow~~

ORDINANCE NO. 2460

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~~agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.~~

- I. Solicitation of Bids with No Response: Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such a situation the Purchasing Manager may proceed to have the services performed or the goods procured without further competitive bidding;
- J. Compliance: Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.
- K. Maximum Contract Term: Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.

Any use or application of the bidding procedure exceptions listed herein for the purchase of supplies and equipment for city use shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. In addition, the exception identified and the reason for applying the exception, along with the written record of such use or application, shall be included and explained in the agenda report submitted to the City Council seeking approval of the exception. This written record shall be kept for at least five years.

SECTION 3. AMENDMENT. Section 3.21.025 – Conformance with Bidding Procedures – of Chapter 3.21, Title 3, is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

3.21.025 - Conformance with bidding procedures.

The acquiring of professional/special services shall be made and accomplished in conformity with Section 3.21.050 or Section 3.21.060 except:

- A. When an emergency, as determined by the purchasing agent with the written approval of the city manager, is deemed to require that an order be placed with the nearest available source;
- B. When the professional/special services needed can be obtained from one source only;
- C. When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; or

D. When the amount of the professional/special services involved is less than two thousand dollars.

E. Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.

F. Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.

~~G. Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this Article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.~~

Any use or application of the bidding procedure exceptions listed herein for the acquisition of professional/special services shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. In addition, the exception identified and the reason for applying the exception, along with the written record of such use or application, shall be included and explained in the agenda report submitted to the City Council seeking approval of the exception. This written record shall be kept for at least five years.

SECTION 4. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after adoption by the City Council.

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED ___TH DAY OF JANUARY 2023.

David N. Torres, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 11th day of January, 2023, and was adopted by the City Council of the City of Montebello at its meeting held on the ___th day of January, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk



ITEM # 14

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Arlene Salazar, Assistant City Manager

SUBJECT: APPROVE THE 2023 DATES FOR SPECIAL CITY COUNCIL STUDY SESSIONS

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the proposed 2023 calendar year dates establishing Special City Council Study Sessions

FISCAL IMPACT:

There is no fiscal impact to this action of establishing dates for City Council Study Sessions.

BACKGROUND/DISCUSSION:

Throughout the year, multiple topics arise that require additional time for staff to research and discuss with City Council to allow for in-depth presentations on subject matters that have been introduced by City Council members during City Council meetings or items requested by the City Manager for further dialogue. A common practice in municipal operations is to utilize study sessions to agendize items to provide comprehensive information to the City Council and answer their questions to clarify issues. Study Sessions provide a setting for informal discussions between staff and the City Council to discuss specific programs, projects or policies. City Council does not take formal action on the items. However, City Council can give staff direction to agendize an item at a future regular City Council meeting for formal action.

Staff is requesting that the City Council approve the proposed City Council Study Session dates for the 2023 calendar year. These City Council Study Sessions will be properly

**CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT -
MEETING OF JANUARY 11, 2023**

Page 2 of 2

noticed in accordance with Public Noticing requirements. Scheduling these meetings serves as a planning tool and will only occur if items need to be discussed in this setting. If no items need to be discussed, the City Council will be advised that the meeting will be canceled with advanced notice. The meetings are expected to start at 5:30 pm and last no more than three hours and are scheduled for non-City Council meeting dates.

These special study sessions are in addition to the regularly scheduled City Council meetings and serve to further the City's commitment to transparency and provide ample opportunities for community input and feedback on any number of issues, projects, etc.

ENVIRONMENTAL:

There is no environmental impact to this action of establishing dates for City Council Study Sessions

ANALYSIS:

N/A

SUMMARY:

The City Council will consider the approval of the following dates for the 2023 calendar year.

Proposed City Council Study Session dates:

- Wednesday, March 1, 2023 – Discuss the draft General Plan and draft Downtown Specific Plan
- Wednesday, April 5, 2023 – Discuss the FY 2023-24 budget process
- Wednesday, May 31, 2023
- Wednesday, September 6, 2023
- Wednesday, December 6, 2023

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 15

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

**SUBJECT: APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 3886 -
SUMMER FOOD SERVICE PROGRAM PROVIDER**

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 2 extending Agreement No. 3886 for an additional one-year (1-year) term to provide services for the City's Summer Food Service Program; and
2. Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed annual cost to provide vended meal services for the City's Summer Food Service Program (SFSP), is Ninety Thousand Dollars (\$90,000). The proposed contract extension will not increase the total annual agreement amount and is budgeted for in Fiscal Year 2022-23. Therefore, no budget amendment is needed. Appropriate funding will be included in the SFSP Grant account for the Fiscal Year 2023-24 budget.

Grant funding for the SFSP is administered by the United States Department of Agriculture (USDA) and was reimbursable for up to \$4.4875 per lunch and up to \$1.0525 per snack for Summer 2022. Reimbursement rates for Summer 2023 have not yet been set but are expected to remain stable or increase to accommodate for inflation of food costs. SFSP expenses and revenues are all budgeted to the SFSP Grant Account Fund 265. Revenue received in prior years has been sufficient to cover meal and snack costs

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT - MEETING OF JANUARY 11, 2023

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as well as associated staffing expenses.

BACKGROUND/DISCUSSION:

On June 9, 2021, after issuing a Request for Quotations (RFQ 21-53), the City of Montebello awarded a contract to School Nutrition Plus, Inc., to provide vended meal services for the City's SFSP. The agreement was for an initial length of one (1) year, with an option to extend the contract for two (2) additional one-year terms. The proposed Amendment No. 2 will be the final extension of Agreement No. 3886, after which City staff will go out to RFQ to award a contract for the SFSP 2024 services. School Nutrition Plus, Inc. has demonstrated the desired ability, knowledge, and experience to continue providing services for the City. The SFSP provides free meals to youth ages 18 and under from June through August. A total of 9,970 lunch meals and 6,290 snacks were distributed in the summer of 2022. Lunch meals and snacks were distributed at Montebello City Park and Grant Rea Park, while Reggie Rodriguez Park and Holifield Park distributed lunch meals only. The program will continue to operate at these park sites in the summer of 2023.

City Council is being asked to consider approving Amendment No. 2 to Agreement No. 3886 thereby extending the contract services with School Nutrition Plus, Inc. for an additional one (1) year term from June 8, 2023 to June 8, 2024 to continue providing services for next summer's (2023) program. The annual not-to-exceed contract amount will be \$90,000 with expenses reimbursed by the USDA.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will consider approval of Amendment No. 2 to Agreement No. 3886 with School Nutrition Plus, Inc. to provide services for the City's Summer Food Service Program for an additional and final, one-year (1-year) term.

ATTACHMENT(S)

1. Attachment A - Amendment No. 2, School Nutrition Plus
2. Attachment B - Amendment No. 1, School Nutrition Plus
3. Attachment C - Agreement No. 3886, School Nutrition Plus, Inc.

NEXT STEPS:

Approval process

CITY OF MONTEBELLO

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3886 WITH SCHOOL NUTRITION PLUS, INC.

This Amendment No. 2 to the Professional Services Agreement No. 3886 ("Amendment No. 2"), is made and entered into this 11th day of January 2023, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and School Nutrition Plus, Inc., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Summer Food Service Program Provider by and between the City of Montebello and School Nutrition Plus, Inc., dated June 9, 2021 No. 3886 ("Agreement"), pursuant to which the City retained the Consultant to provide services for Summer Food Service Program, as further described in the Agreement; and

WHEREAS, the Parties entered into Amendment No. 1 on April 13, 2022 as authorized by the Agreement; and

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to amend the Agreement to extend the term for an additional one (1) year, specifically from June 8, 2023 to June 8, 2024; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 2 of the Agreement Term is amended to read as follows:

"2. Term. The term of this Agreement shall commence on June 8, 2023 and shall continue in full force and effect through and including June 8, 2024, unless extended or sooner terminated as provided in Section 7 herein."

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

AMENDMENT NO. 2 TO AGREEMENT NO. 3886

Page 2 of 2

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

SCHOOL NUTRITION PLUS, INC.

René Bobadilla, City Manager

Brandon Newman, COO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City
Attorney

CITY OF MONTEBELLO

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3886 WITH SCHOOL NUTRITION PLUS, INC.

This Amendment No. 1 to the Professional Services Agreement No. 3886 ("Amendment No. 1"), is made and entered into this 13th day of April 2022, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and School Nutrition Plus, Inc., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Summer Food Service Program Provider by and between the City of Montebello and School Nutrition Plus, Inc., dated June 9, 2021 No. 3886 ("Agreement"), pursuant to which City retained Consultant to provide services for Summer Food Service Program, as further described in the Agreement; and

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to amend the Agreement to extend the term for an additional one (1) year, specifically from June 9, 2022 to June 8, 2023; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 2 of the Agreement Term is amended to read as follows:

"2. Term. The term of this Agreement shall commence on June 9, 2022 and shall continue in full force and effect through and including June 8, 2023, unless extended or sooner terminated as provided in Section 7 herein."

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

AMENDMENT NO. 1 TO AGREEMENT NO. 3886

Page 2 of 2

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO



René Bobadilla, City Manager

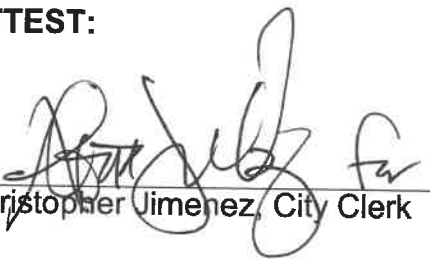
("CONSULTANT")

SCHOOL NUTRITION PLUS, INC.



Brandon Newman, COO

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3886 WITH SCHOOL NUTRITION PLUS, INC.

THIS AGREEMENT ("Agreement") is made and entered into on June 9, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and SCHOOL NUTRITION PLUS, INC. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide meal services for the Summer Food Service Program in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Quotations No. 21-53 for Summer Food Service Program Provider in the City of Montebello (May 13, 2021) ("Request for Quotations"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary to provide meal services for the Summer Food Service Program as set forth fully in the Request for Quotations, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire one (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

PROFESSIONAL SERVICES AGREEMENT NO. 3886

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SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

PROFESSIONAL SERVICES AGREEMENT NO. 3886

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SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in

PROFESSIONAL SERVICES AGREEMENT NO. 3886

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equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each Insurance policy required above shall state that coverage shall not be

PROFESSIONAL SERVICES AGREEMENT NO. 3886

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canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All Insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as full performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

PROFESSIONAL SERVICES AGREEMENT NO. 3886

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Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or Interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

David Sosnowski, Director of Recreation and Community Services
Recreation and Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no Interest and shall not acquire any Interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any Interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURES ON THE NEXT PAGE]

PROFESSIONAL SERVICES AGREEMENT NO. 3886

Page 10 of 10

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

SCHOOL NUTRITION PLUS, INC.



René Bobadilla, City Manager

~~Emily Burson, CEO~~
Brandon Neuman, COO

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services
- Exhibit B – Schedule of Compensation

Exhibit “A”

Request for Quotations for Summer Food Service Program Provider



CITY OF MONTEBELLO

Request for Quotations

(RFQ No. 21-53)

SUMMER FOOD SERVICE PROGRAM PROVIDER

Release Date: May 13, 2021

Due Date: June 1, 2021 at 10:00 A.M.

Bid Award Date: June 9, 2021 City Council Meeting

TO PROSPECTIVE BIDDERS

The City of Montebello invites your firm to submit a bid in accordance with this Request for Quotations (RFQ). Your response to this request will be evaluated to determine the qualifications of your firm. Bids must adhere to the format and content of this RFQ. Bids will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a standard professional services agreement based on the specifications outlined in this RFQ.

THE DATE OF SOLICITATION:

May 13, 2021

THE PROJECT:

Project Name: Summer Food Service Program Provider
Location: Various Park Sites

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: David Sosnowski, Director of Recreation & Community Services
Contact Phone: (323) 887-4540
Contact E-Mail: dsosnowski@cityofmontebello.com

PROPOSAL CONTACTS

Any questions concerning this RFQ and all correspondence must be submitted in writing via e-mail to the following contact:

Name: David Sosnowski, Director of Recreation & Community Services
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: David Sosnowski, Director of Recreation & Community Services
Contact Phone: (323) 887-4540
Contact E-Mail: dsosnowski@cityofmontebello.com

SUMMER FOOD SERVICE PROGRAM PROVIDER

Request for Quotations No. 21-53

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NOTICE INVITING QUOTATIONS
FOR SUMMER FOOD SERVICE PROGRAM PROVIDER

BID NO. 21-53

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 10:00 a.m. on Tuesday, June 1, 2021.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders.

The successful Vendor and Subcontractors are notified that they shall comply with all applicable state laws, Montebello Municipal Code, will be required to possess business licenses from the City, and other requirements as set forth in the contract requirements.

Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of bids, shall be covered in the bids, and shall be made part of the final contract.

The solicitation of Quotations has been developed in the Request for Quotations (RFQ) format. Accordingly, bidders should take note that multiple factors as defined in the RFQ will be considered by the City to determine which bid best meets the requirements set forth in the RFQ documents. Price will be considered as part of the evaluation, but other factors under consideration include, but are not limited to, proposed methodology, quality control program, experience of staff, experience of management team, quality of equipment, tools and uniforms. The City reserves the right to negotiate the terms of any resulting contract. Final contract award, if any, will be made by the Montebello City Council.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to David Sosnowski, Director of Recreation & Community Services at (323) 887-4540.

THE DATE OF SOLICITATION: Wednesday, May 12, 2021

SUBMITTAL DUE DATE: Tuesday, June 1, 2021 @10:00 a.m.

AWARD DATE: Wednesday, June 9, 2021

REQUEST FOR QUOTATIONS

The City of Montebello is seeking bids from qualified food vendors for snack and meals for this year's Summer Food Service Program (SFSP). Vendors are expected to provide snack and lunch for 4 locations. The contract will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. All meals of each type must meet the minimum standards set by the United States Department of Agriculture (USDA) for Child and Adult Care Food Program (CACFP) and SFSP meals of that type.

SCOPE OF SERVICES

- Vendor to provide a snack to 4 park sites. Snacks to be delivered to sites daily.
- Vendor to provide hot or cold lunch to 4 park sites. Lunches to be delivered to sites daily.
- Vendor to provide snack and lunch to 4 park sites from June 21, 2021 to August 13, 2021.
- Snack to be delivered daily (Monday through Friday) between 11:00 a.m. - 11:30 a.m. in the summer months (June 21st –August 13th)
- Snack will be served between 11:30 a.m. – 1:30 p.m.
- Lunch to be delivered daily (Monday through Friday) between 11:00 a.m. - 11:30 a.m. in the summer months (June 21st –August 13th)
- Lunch will be served between 11:30 a.m. - 1:30 p.m.
- Vendor must provide ice sheets to use while serving snack to ensure safe milk temperature and Cambros to keep hot meals warm.
- The snack and lunch meal must meet a minimum of the portions specified by the USDA as described in the meal pattern (Appendix D).

SITE	Meal Type	Dates	Number of Meals	Delivery time	Serving Time
Montebello City Park 115 S. Taylor Ave. Montebello, CA 90640	Lunch & Snack	June 21 st – August 13 th	Range from 60-150	Monday - Friday 11:00 a.m.-11:30 a.m.	12:00 p.m.
Chet Holifield Park 1060 S. Greenwood Ave. Montebello, CA 90640	Lunch & Snack	June 21 st – August 13 th	Range from 60-150	Monday - Friday 11:00 a.m.-11:30 a.m.	12:00 p.m.
Reggie Rodriguez Park 200 W. Mines Ave. Montebello, CA 90640	Lunch & Snack	June 21 st – August 13 th	Range from 60-150	Monday - Friday 11:00 a.m.-11:30 a.m.	11:30 a.m.
Grant Rea Park 600 Rea Dr. Montebello, CA 90640	Lunch & Snack	June 21 st – August 13 th	Range from 60-150	Monday - Friday 11:00 a.m.-11:30 a.m.	11:30 a.m.

GENERAL REQUIREMENTS

All meals of each type must meet the minimum standards set by the USDA for CACFP and SFSP meals of that type.

Snack:

For a snack to be a reimbursable meal, it must contain two (2) of the four (4) components listed below.

1. One serving of milk (whole, low-fat, or fat-free)
2. One serving of vegetables, fruits, or 100% juice
3. One serving of a grain
4. One serving of meat or meat alternate

Juice may not be served when milk is served as the only other component of a snack. Please refer to the SFSP Meal Pattern Requirements and information on creditable meal components, in the SFSP Nutrition Guidance for Sponsors: <http://www.fns.usda.gov/sfsp/handbooks>.

Lunch:

The following four (4) food components must be offered through at least five (5) different food items:

1. One serving of meat/meat alternate
2. Two servings of fruit and/or vegetables (two different food items)
3. One serving of grains
4. One serving of fluid milk

Lunch and supper requirements differ from breakfast in that a child must take at least three (3) of the food components, rather than items, listed above from the five (5) food items offered. Three (3) food components are required for an adequate, nutritious meal for children.

All meals proposed for the programs must meet or exceed USDA requirements. All yields of cooked and uncooked products shall conform to yields identified in the USDA's Food Buying Guide.

The vendor must provide a 40-day sample menu cycle.

Packaging Specifications:

- Each meal to be individually packaged, inclusive of milk.
- Each meal to include a spork package with straw and napkin.
- Each snack to be individually packaged.
- Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.
- All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration

CONTRACT PROVISIONS AND SPECIFICATIONS

1. Requirements Contract

- (a) This is a requirements contract for services specified in the Sections and Schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Agency's requirements for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as "estimated" in the Sections and Schedules, such event shall not constitute the basis for an equitable price adjustment under this contract.
- (b) The Agency shall not be required to purchase from the vendor requirements in excess of the limit on total orders under this contract, if any.
- (c) The Agency may issue orders that provide for delivery or performance at multiple destinations.
- (d) The Agency shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the Vendor for services specified in the Sections and Schedules will be dependent upon the needs and requirements of the agency.
- (e) Regulatory or guidance changes prescribed by the USDA or California Department of Education (CDE), during the duration of this contract, shall be considered a basis for renegotiation with prior approval and agreement from CDE, of the terms and conditions of the contract between the Agency and the vendor. Authority for such renegotiation must be requested from CDE, in writing by the Agency, prior to the commencement of any such renegotiation.

2. Pricing

Pricing shall be on the numbers described in Appendix A, "Unit Price Schedule". All bidders must submit bids on the same price schedule provided by the agency. Bid prices must include the price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.) that are essential to the content of the food services.

3. Unit Prices

The unit prices of each meal type that the bidder agrees to furnish must be written in ink or typed in the blank space provided of the Unit Price Schedule, including proper packaging as required in the specifications, and the costs of delivery to the designated sites. Unit prices shall include taxes; but, any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the agency.

4. Meal Orders

The agency will order meals on Mondays of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and each type of meal. The Agency reserves the right to increase or decrease the number of meals ordered on a 24-hour notice (or less if mutually agreed upon between the parties to this contract).

5. Menu-cycle Change Procedure

Meals shall be delivered on a daily basis in accordance with the menu cycle. Deviation from this menu cycle shall be permitted only upon authorization of the Agency. When an emergency situation prevents the vendor from delivering a specified meal component, the vendor shall notify the agency immediately so substitutions can be agreed upon. The Agency reserves the right to periodically suggest menu changes that are within the vendor's food cost.

6. Noncompliance

The Agency reserves the right to inspect and determine the quality of food delivered and reject any meals that do not comply with the requirements and specifications of the contract. The vendor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The agency reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The vendor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The agency or agency representative inspecting shall notify the vendor in writing as to the number of meals rejected and the reasons for rejection.

7. Title III C Assurance

The Vendor assures the agency that no Title III C funds will be applied to the cost of the meals furnished for the program under this contract.

8. Specifications

(a) Packaging

- (1) Hot Meal Unit packaging shall be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
- (2) Cold Meal Unit or Unnecessary-to-heat Container and overlay shall be plastic or paper and non-toxic.
- (3) Cartons—each carton shall be labeled and the label shall include:

- A. The processor's (plant) name and address
- B. Item identity and meal type
- C. Date of production
- D. Quantity of individual units per carton

(4) Meals shall be delivered with the following non-food items: condiments, straws, napkins, single service ware, etc.

(b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

(c) Food Specifications

Bids are to be submitted using the enclosed cycle menu(s) and shall include, at a minimum, the portions specified by the USDA for each meal. Vendors must provide meals according to the enclosed SFSP Meal Pattern and the current CACFP Meal Pattern. Effective October 1, 2017, vendors will be required to provide meals according to the enclosed SFSP Meal Pattern and the new USDA CACFP Infants, Child, and Infants Meal Patterns.

All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration.

(d) Product Specifications

Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low fat milk, or skim milk or cultured buttermilk, which meets State and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.

Note: In CACFP, only low-fat (1 percent) or nonfat milk can be served to individuals two years and older.

9. Delivery Requirements

- (a) Deliveries shall be made by the vendor to each park site listed in accordance with the order from the Agency.
- (b) Meals shall be delivered, unloaded, and placed in the designated center daily by the vendor's personnel at each of the locations and times listed.

- (c) The vendor shall be responsible for the delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during the transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.
- (d) The Agency reserves the right to add or delete centers. The Agency shall notify the vendor of such amendments not less than one week prior to the required date of service. Any changes in transportation costs that occur as a result of adding or deleting centers shall be negotiated and noted in the modification. The vendor's invoice shall show the cost as a separate item for that center.

10. Supervision and Inspection

The vendor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

11. Record Keeping

- (a) Transport records must be prepared by the vendor—one for the vendor, one for center personnel, and one for the Agency. Transport records must be itemized to show the number of meals of each type delivered to each center. Designees of the Agency at each park site will check the adequacy of the delivery and the meals before signing the delivery ticket. Invoices shall be accepted by the agency only if they accurately represent the transport records signed by the Agency's designee at the park site.
- (b) The vendor shall maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.
- (c) The books and records of the vendor pertaining to this contract shall be available for a period of three years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of CDE, the USDA, the agency, and the Controller General of the United States at any reasonable time and place.

12. Method of Payment

The vendor shall submit its itemized invoice to the Agency monthly. Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding week. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the Agency.

The Vendor shall submit a monthly invoice in duplicate to the Accounts Payable Division of the Finance Department at the following address: 1600 W. Beverly Blvd.,

Montebello, CA 90640 and/or via email at AP@cityofmontbello.com. Invoice shall be submitted on standard company forms and shall state:

1. Invoice number
2. Invoice period
3. A brief description of work
4. Total amount requested
5. Vendor's tax identification number
6. Location where services were provided

13. Inspection of Facility

- (a) The Agency, CDE, and the USDA reserve the right to inspect the vendor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- (b) The vendor's facilities shall be subject to periodic inspections by the USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.
- (c) The vendor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared, transported, and delivered. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

14. Insurance

The Vendor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

The Vendor shall not commence any work under this contract until he has secured all insurance required by this section and the professional services contract nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the Vendor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such worker's compensation laws.

All policies shall contain the following: (i) a provision or endorsement naming the City of Montebello and the Montebello City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the Vendor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Montebello, including the City Council, Its officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, Vendor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Insurance requirements are further outlined in the sample Professional Services Agreement found in this RFQ.

Vendor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

15. Availability of Funds

The Agency shall have the option to cancel this contract if the federal government withdraws funds to support the CACFP and or SFSP. It is further understood that, in the event of cancellation of the contract, the agency shall be responsible for meals that have already been assembled and or delivered in accordance with the contract.

16. Number of Meals and Delivery Times

The vendor must provide the exact number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

17. Emergencies

In the event of unforeseen emergency circumstances, the vendor shall immediately notify the Agency of the following: (a) the impossibility of on-time delivery; (b) the circumstance(s) precluding delivery; and (c) a statement of whether or not succeeding

deliveries will be affected. No payments will be made for deliveries made later than 1 hour after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the vendor at least 24 hours' notice. Adjustments for emergency situations affecting the vendor's ability to deliver meals or the agency's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the vendor and the agency.

18. Termination for Cause or Convenience

- (a) The Agency reserves the right to terminate the contract if the vendor fails to comply with any of the requirements of the contract. The Agency shall notify the vendor of specific instances of noncompliance in writing. In instances where the vendor has been notified of noncompliance with the terms of the contract and failed to take immediate corrective action, the Agency shall have the right upon a 30-day written notice to terminate the contract. The vendor shall be liable for any damages incurred by the agency. The Agency shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (b) The Agency reserves the right to terminate the contract for convenience.
- (c) The Agency shall by written notice to the vendor, terminate the right of the vendor to proceed under the contract if it is found by the Agency that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the vendor to any officer or employee of the agency, with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the agency makes such findings shall be in issue and may be reviewed in any competent court.
- (d) In the event the contract is terminated as provided in paragraph (c) hereof, the Agency shall be entitled (i) to pursue the same remedies against the vendor as it could pursue in the event of a breach of the contract by the vendor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than 10 times the cost incurred by the vendor in providing any such gratuities to any such officer or employee.
- (e) The rights and remedies of the agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this RFQ and the contract.

19. Subcontracts and Assignments

The vendor shall not subcontract with any other vendor for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the agency, this contract or any interest therein. In the

event of any assignment, the vendor shall remain liable to the Agency as principal for the performance of all the vendor's obligations under this contract.

20. Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (Title 41, Code of Federal Regulations, Chapter 60).

During the performance of this contract, the vendor agrees as follows:

Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement In any Child Nutrition Program.

The vendor will take affirmative action to ensure that the evaluation and treatment of his/her employees and applicants for employment are free of such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Vendors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code*, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California *Administrative Code*, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code*, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California *Administrative Code* are incorporated into this contract by reference and made a part hereof as if set forth in full. The vendor and the vendor's subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, and by the

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rules, regulations, and orders of the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (d) In the event of the vendor's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the vendor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

REQUIRED INFORMATION AND BID FORMAT

In order to be considered for selection, respondent Individuals or firms shall submit a bid that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFQ. All bids must be electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

The City reserves the right to reject any and all bids as "non-responsive" for failure to provide the required information and abide by the required format outlined in this RFQ.

1. Letter of Introduction

- a. Provide a letter of introduction signed by a Principal or Senior Officer of the company.
- b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- c. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will supervise or deliver services.

2. Firm Information and Qualifications

- a. Number of years firm has been in business
- b. List the company experience in providing similar services, including a chart that indicates name, personnel qualifications, state registrations, health department certifications and/or any certifications relevant to the type of SFSP services proposed to be provided.

3. References

- a. Provide a list of at least 3 current references. Include name of individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

4. Firm's Capabilities and Abilities

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing scope of work identified above.

5. Contract Documents

- a. Utilize the attached Project Bid Sheet (Appendix A) to provide a proposed schedule of fees for each lunch or snack to be provided.
- b. Vendor must fill out the attached Terms and Conditions (Appendix B).

c. Vendor must provide a 40-day sample menu cycle.

6. Customer Service

a. Describe how your firm provides for responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Montebello and your organization.

7. Standard Professional Services Agreement

a. Include a statement regarding whether the City's standard professional services agreement is acceptable as is or whether any modification would be proposed.

8. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection may not, however, be limited to price alone. City staff and evaluators will review all statements of proposals received timely. The candidate will be evaluated on the following criteria:

1. Cost per meal/snack - 40%
2. Adequacy of facilities for food preparation, with approved licensing certification. Facilities must meet all applicable state and local health, safety, and sanitation standards – 20%
3. Previous experience performing services similar in nature and scope - 20%
4. References - 20%

The vendor must satisfy the City of its ability to perform the services required. The vendor must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. The vendor shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the vendor on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Quotations, amend the RFQ, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more vendors, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those vendors for interviews whose bids and qualifications most closely conform to the requirements of this RFQ, if required. The vendor, by submitting a response to this RFQ, waives all rights to protest

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or seek any legal remedies whatsoever regarding any aspect of this RFQ. The City may choose to interview one or more firms responding to this RFQ, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFQ.

Questions during the solicitation period are preferably received by email, and may be addressed to:

Attn: David Sosnowski
Director of Recreation & Community Services
dsosnowski@cityofmontebello.com
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-4540

CONTRACT WITH THE CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

The selected vendor will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the vendor. The City Manager is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council (as required) and fully executed by Vendor and City.

During the term of the contract, the Vendor will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by the vendor or in any way affect the performance of the requested services.

The City's standard professional services agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable or whether you would like to propose modifications to the standard agreement.

SUBMITTAL REQUIREMENTS

Proposals will be received through 10:00 A.M. on Tuesday, June 1, 2021.

All bids must be Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at: <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> .

APPENDIX "A"

UNIT PRICE SCHEDULE

RFQ 21- 53

SUMMER FOOD SERVICE PROGRAM PROVIDER

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in this RFQ for meals to be delivered to all of the sites stated on page 5.

A. Meal Type		B. Estimated Servings Per Day	C. Estimated Number of Serving Days	D. Unit Price	E. Total Price
Snack	SFSP	350-400	40	\$	\$
Lunch	SFSP	350-400	40	\$	\$

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/vendor to perform all such work ordered by the agency at prices specified in the contract.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Company Name

Authorized Representative Name

Company Address, Phone Number, E-mail Address

For this quotation to be valid, this sheet must be signed.

Signature

Date

APPENDIX "B"

**CITY OF MONTEBELLO
RFQ 21-53
SUMMER FOOD SERVICE PROGRAM PROVIDER**

TERMS AND CONDITIONS

I have seen the project area described in the City of Montebello specifications for Summer Food Service Program Provider and agree to adhere to all guidelines, specifications and submittal requirements as outlined in this RFQ Document.

Yes _____ No _____

PRINT NAME: _____

SIGNATURE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

APPENDIX "C"
CONTRACT FOR VENDED MEALS

THIS AGREEMENT, made and entered this 9th day of June 2021, in the State of California, by and between the City of Montebello, hereinafter referred to as the agency and _____ hereinafter referred to as the vendor.

WITNESSETH:

That the vendor for and in consideration of the covenants, conditions, agreements, and stipulations of the agency hereinafter expressed, does hereby agree to furnish to the agency services and materials as described in the RFQ, were attached and made a part hereof by this reference.

The period of this contract shall be from June 9, 2021 through June 8, 2022. This contract may be renewed for one-year periods up to four times upon agreement of the agency and the vendor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process. Either party may terminate this contract for cause or convenience with a 30-day written notice.

If the contract is terminated, the Agency will pay the vendor any amount due within 30 days for meals ordered and met the meal pattern requirement.

In consideration of the service, performed in a manner acceptable to the agency and in compliance with the regulations for the SFSP 7 CFR, Part 225 and the CACFP 7 CFR, Part 226 the agency shall pay the vendor within 30 days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

The total amount payable by the agency to the vendor under this contract shall not exceed \$75,000.00 annually.

Within 10 days of awarding this Contract, the Vendor will provide the Agency a performance bond that is within (10% to 25%). Enter the amount of the percentage and amount of the Performance Bond that is required: _____ % Amount \$ _____

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

AGENCY	VENDOR
CITY OF MONTEBELLO	VENDOR (STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE	ADDRESS

APPENDIX "D"

SFSP MEAL PATTERNS

LUNCH

Select all four components for a reimbursable meal:

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	2 oz.	lean meat or poultry or fish ³ or
	2 oz.	alternate protein product or
	2 oz.	cheese or
	1 large	egg or
	1/2 cup	cooked dry beans or peas or
	4 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	8 oz.	yogurt ⁵

¹ Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁵ Yogurt may be plain or flavored, unsweetened or sweetened.

SNACK

Select two of the four components for reimbursable snack:

1 milk	1 cup	>fluid milk
¹ fruit/vegetable	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	1 oz.	lean meat or poultry or fish ³ or
	1 oz.	alternate protein product or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans or peas or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	4 oz.	yogurt

¹ Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Yogurt may be plain or flavored, unsweetened or sweetened.

SAMPLE PROFESSIONAL AGREEMENT

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND

THIS AGREEMENT ("Agreement") is made and entered into on , 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and ____ (hereinafter referred to as "VENDOR"). CITY and VENDOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional vendor to provide meals for the Summer Food Service Program at various sites in the CITY; and

WHEREAS, the VENDOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Quotes for Summer Food Service Provider (, 2021) ("Request for Quotes"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. VENDOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the custodial services as set forth fully in the Request for Quotes, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. VENDOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). VENDOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. VENDOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire one (1) year from the Effective Date, unless terminated earlier as

hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

a. VENDOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. VENDOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Vendor hereunder, in meeting its obligations under this Agreement.

c. VENDOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. VENDOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subvendors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subvendors shall be the sole and exclusive responsibility of VENDOR.

e. VENDOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by VENDOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. VENDOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. VENDOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by VENDOR.

b. All data, documents, discussion, or other information developed or received by VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by VENDOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. VENDOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by VENDOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or his/her designee.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by VENDOR and shall be the CITY agent with respect to obtaining VENDOR's compliance hereunder. No

payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto falls or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Vendor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Vendor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Vendor. The Vendor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, VENDOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to VENDOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to VENDOR the part of Compensation which would otherwise be payable to VENDOR for services VENDOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that VENDOR shall be reimbursed for any "non-refundable" costs that VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the VENDOR prior to the date of termination, and (2) that VENDOR provides the CITY with adequate proof that VENDOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by VENDOR for its performance of services under this Agreement. VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by VENDOR during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to VENDOR in the event of any default or breach by CITY, or for any amount which may become due to VENDOR.

SECTION 10. INDEPENDENT VENDOR.

a. The VENDOR is and shall, at all times, remain as to the CITY a wholly Independent vendor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the VENDOR except as expressly set forth in this Agreement. The VENDOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to VENDOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to VENDOR for performance hereunder for CITY, CITY shall not be liable for compensation to VENDOR, VENDOR's employees or VENDOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to VENDOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to VENDOR. CITY shall have no responsibility to provide VENDOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that VENDOR or any employee, agent, or subcontractor of VENDOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, VENDOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of VENDOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, VENDOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

VENDOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the VENDOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The VENDOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of VENDOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, VENDOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with VENDOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if VENDOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the VENDOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the VENDOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the VENDOR.

CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at VENDOR'S expense, the premium thereon.

At all times during the term of this Agreement, VENDOR shall maintain on file with CITY's

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Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. VENDOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

VENDOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. VENDOR agrees to require its insurer to modify the certificates of Insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by VENDOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of VENDOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR, and VENDOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against the CITY.

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

Procurement of insurance by VENDOR shall not be construed as a limitation of VENDOR'S liability or as full performance of VENDOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

VENDOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, Identification of the proposed sub-vendor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of VENDOR and shall not bind or purport to bind CITY and shall not release VENDOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-vendors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to VENDOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION: GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, In addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

David Sosnowski
Recreation and Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, VENDOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. VENDOR will take affirmative action to ensure that subcontractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, VENDOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

VENDOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by VENDOR. VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and VENDOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

CITY OF MONTEBELLO

VENDOR

René Bobadilla, P.E.
City Manager

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

Name _____
Title of Representative

Dated: _____

Exhibit "B"
Schedule of Compensation

APPENDIX "A"

UNIT PRICE SCHEDULE

RFQ 21- 53

SUMMER FOOD SERVICE PROGRAM PROVIDER

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in this RFQ for meals to be delivered to all of the sites stated on page 5.

A. Meal Type		B. Estimated Servings Per Day	C. Estimated Number of Serving Days	D. Unit Price	E. Total Price
Snack	SFSP	350-400	40	\$.95	\$ 13,330-15,200
Lunch	SFSP	350-400	40	\$ 3.25	\$ 45,500-52,000

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/vendor to perform all such work ordered by the agency at prices specified in the contract.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

School Nutrition Plus

Emily Burson

Company Name

Authorized Representative Name

6424 Clara St. Bell Gardens, CA 90201, 323-984-7712, emily@schoolnutritionplus.com

Company Address, Phone Number, E-mail Address

For this quotation to be valid, this sheet must be signed.



Signature



Date



ITEM # 16

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **AUTHORIZATION TO ISSUE PAYMENTS TO INTER-AGENCY COMMUNICATIONS INTEROPERABILITY (ICI) SYSTEM AUTHORITY THROUGH THE CITY OF GLENDALE FOR SERVICES PROVIDED BY MOTOROLA SOLUTIONS, INC. UNDER THE JOINT POWERS AGREEMENT (JPA)**

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize payments to Interagency Communications Interoperability Authority (ICI System) through the City of Glendale for required radio maintenance and infrastructure repair services provided by Motorola Solutions, Inc. (MSI) for the duration of the six year agreement, and
2. Authorize the total contract expenditures not to exceed \$1,747,339 to account for the System Upgrade Agreement (SUA), Advance Series Package, and Master Site/DSR, and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Maintenance and repair costs associated with the City of Montebello Fire Department's Motorola radio communications system has been included in prior budgets, and is included in the Fiscal Year 2022-23 adopted budget (Account No. 100-85-880-6040.10, General Fund, Fire Department, Communications, Other Contract Services). This is not a new expense -- the City has contracted with Motorola since 2016 -- and direct payments have been made to Motorola Solutions Inc. (MS) through a contractual agreement between them and the City since that time. The current, active agreement (Agreement No. 3929) was most recently approved by the City Council on October 27, 2021, with a

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT - MEETING OF JANUARY 11, 2023

Page 2 of 5

term running from July 1, 2021 through June 30, 2024.

In 2003, Montebello joined its system with seven (7) other cities to create a Joint Powers Authority, which is now referred to as the Interagency Communications Interoperability Authority (ICI System). This JPA created a system of radio towers and infrastructure allowing for uninterrupted use throughout Los Angeles County and beyond. The JPA entered into negotiations with Motorola to develop a master agreement between the JPA and MSI. The goals being streamlining of administration and provision of savings to JPA members. Negotiations lasted about a year, and a new master agreement was approved by the JPA and its governing members (of which Montebello is one) in December, 2021.

The new agreement is for a six-year term: July 1, 2022 through June 30, 2028. Through negotiations, Montebello will see approximately \$100,000 in savings over the six year term. Furthermore, Motorola agreed to an annual cost increase cap of three percent (3%) -- the agreement between Montebello and MSI included annual increases with a five percent (5%) cap. This new master agreement supersedes the current agreement between the City and Motorola (Agreement No. 3929), and provides for a single invoice, payable now to the City of Glendale (which serves as the administrative hub), along with other benefits.

Approval of this new agreement will provide savings to the City of Montebello, streamline administration of the service agreement, and ensure public safety radio communications remain operable. Per the Master Agreement, the annual costs for the City of Montebello are detailed below:

City of Montebello, ICI Governing Agency

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Fiscal Year	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
SUA	\$ 60,878.00	\$ 62,064.00	\$ 63,264.00	\$ 64,478.00	\$ 65,708.00	\$ 66,954.00
Advanced Series	190,982.01	198,252.77	203,669.32	211,251.25	219,131.50	227,315.84
Master Site/DSR	18,898.20	18,898.20	18,898.20	18,898.20	18,898.20	18,898.20
	\$270,758.21	\$279,214.97	\$285,831.52	\$294,627.45	\$303,737.70	\$313,168.04

In addition to the major required warranty and upgrade costs, these annual expenses include system monitoring, emergency response, and maintenance -- the same services currently provided and budgeted for as part of the Service Agreement (SA).

The Fiscal Year 2022-23 Budget includes sufficient funds to cover Year 1 fees in 100-85-880-6040.10 (General, Fire, Communications, Contract Services Outside Contracts). The Finance Department will work with Fire Department staff to ensure long-term budget planning incorporates the proposed costs detailed above for Years 2 through 6. Purchase Orders will be opened on an annual basis in accordance with the pricing terms outlined per fiscal year. There is currently an outstanding invoice from July 1, 2022

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT - MEETING OF JANUARY 11, 2023

Page 3 of 5

that is due to the City of Glendale, per the new Master Agreement. City Council action on this item will also allow payment of this -- and subsequent invoices -- directly to the City of Glendale.

BACKGROUND/DISCUSSION:

In the early 1990s, Montebello Fire Department's Communications Division established a communication network to provide enhanced radio coverage for the Montebello Police and Fire Departments. In 2003, Montebello joined its system with seven (7) other cities to create a Joint Powers Authority, which is now referred to as the Interagency Communications Interoperability System (ICIS). This JPA created a system of radio towers and infrastructure allowing for uninterrupted use throughout Los Angeles County and beyond, and now has twenty-two members, with an additional eighteen agencies as subscribers.

The department's current infrastructure provides wider coverage and improved service radio system access to nine (9) cities for police officers, firefighters, paramedics, and other emergency responders in Los Angeles County. The Fire Department's Communication Division consists of six (6) Radio Frequency Remote Sites, one (1) Prime Site, and two (2) Dispatch Sites: Police (6 Consoles) and Transit (2 Consoles).

The City has been contracting directly with Motorola since 2016 to provide the required warranty, maintenance and related support to the radio network system. The Communication Division depends on the services provided by the vendor, as they are familiar with the intricacies of the existing network system due to it being primarily Motorola parts and infrastructure. In addition, for certain work, Motorola Solutions is the sole provider as the communication infrastructure, which supports Montebello Public Safety and other public safety agencies, has been standardized on Motorola Solutions and related equipment.

Major components of the City's radio network and infrastructure are no longer covered by the standard warranty. This is common and hence requires a system upgrade. The ICI System Authority recognized this need not only from Montebello but also from other Governing Agencies in the JPA. They partnered with Motorola Solutions to produce the attached proposed service agreement, after a year of negotiations, which includes the renewed warranty, continued maintenance, and essential repairs of the entire network. Continued partnership with Motorola through ICI continues to be key in meeting the City's communication and operational requirements, which other public safety agencies in the region depend on the reliability of the system.

There are two main components of the proposed master agreement. First, the Service Agreement (SA) which is an existing and ongoing operating cost to the City, covering system monitoring, emergency response, and maintenance. All ICI Members and Subscribers are required to maintain their sites and ensure all elements of the network are compliant with technical requirements for the system's overall integrity and stability.

The second component being introduced is the System Upgrade Agreement (SUA). This

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT - MEETING OF JANUARY 11, 2023

Page 4 of 5

upgrade is something which occurs every four to five years, and is necessary to certify all systems have the most up-to-date operating systems. All communication sites must migrate together. Product integration and global supply chain issues limit Motorola's ability to control End of Life product replacement. However, the components of this new SUA minimizes these issues and the potential threats to the system's integrity. Moreover, through the JPA negotiations, approximately \$1.0 million in total savings were realized -- which are shared by all member agencies as part of the SUA cost component.

ENVIRONMENTAL:

The replacement and improvements to the existing wireless communication facility is considered a "project," per the California Environmental Quality Act ("CEQA") definition of a "project." In accordance with CEQA, the project is Categorical Exempt pursuant to §15301 (a) (Existing Facilities), because Class 1 consists of existing facilities of both investor and publicly-owned utilities used to provide public utility services as well as the restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment to meet current standards of public health and safety.

ANALYSIS:

After careful analysis by the ICI System JPA governing members, it was deemed necessary to continue the partnership with Motorola Solutions, Inc., centralizing administration of the agreement and payment of invoices through the City of Glendale. Montebello Municipal Code 3.20.050C allows for the "Standardization of Goods and/or Services". This is a prime example of how standardization is necessary -- even essential -- as in this case allowing for the continued operation of the City's public safety communications system, as well as that of nine neighboring public safety agencies. Furthermore, the JPA and its member agencies have conducted sufficient due diligence to recommend remaining with Motorola as equipment and maintenance provider. The Motorola Solutions SUA refreshes the entire network with both hardware and software and ensures that the system as a whole is operating at optimum levels. The entire network must migrate as one, therefore coordinated participation of all member and subscriber entities is beyond essential and not optional.

SUMMARY:

It is being requested that City Council authorize the City Manager to approve the issuance of payments for the MSI agreement directly to the City of Glendale for required radio network and infrastructure repair and maintenance performed by Motorola Solutions, as outlined in the new Master Agreement approved by the ICI System JPA in December, 2021. These services will be provided by MSI in a not-to-exceed amount of \$1,747,339 over a six-year period beginning FY 2022-23 through FY 2027-28 (July 1, 2022 through June 30, 2028).

ATTACHMENT(S)

1. Attachment A - Minutes December Special 2021

**CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT -
MEETING OF JANUARY 11, 2023**

Page **5** of **5**

2. Attachment B - Prime Site Locations
3. Attachment C - Governance Board SUA Presentation Master
4. Attachment D - SUA SA Invoicing YEAR 1, 2022-23

NEXT STEPS:

N/A



**INTERAGENCY COMMUNICATIONS INTEROPERABILITY AUTHORITY
A CALIFORNIA JOINT POWERS AGENCY
SPECIAL MEETING OF THE GOVERNANCE BOARD
VIA VIRTUAL TELECONFERENCE ONLY
Pasadena Police Department
Community Relations Conference Room
207 North Garfield Avenue
Pasadena, California 91101**

DECEMBER 29, 2021 AT 1:00 PM – MINUTES

Due to the continuing situation with the COVID-19 novel coronavirus the ICI System Authority Governance Board meeting will be conducted Electronically only.

Due to social distancing requirements, there will be no physical presence at the meeting and the public will not be able to attend in person. The public is encouraged to monitor and participate from the safety of their homes and offices to practice social distancing.

Microsoft Teams meeting

Join on your computer or mobile app

Or call in (audio only)

United States, Los Angeles

Phone Conference ID: 421 089 82#

Meeting called to order at 1:08 pm by Chair Chief Michael Ellis.

1. BUSINESS AGENDA

a. Roll Call

Beverly Hills – Chief Greg Barton (P)

Burbank – Mr. Vincent Hartung (P)

Com Net – Chief Matt Egan (V)

INSB – Mr. Ernest Gallo (V)

Pomona – Chief Michael Ellis (V)

Glendale – Commander Sheryl Davis-Moore (V)

Culver City – Chief Ken Powell (V)

Montebello – Mr. Mark Kim (V)

Pasadena – Chief Anthony James (V)

Santa Monica – Mr. Adam Orland (V)

(V) Virtual

(P) Phone

b. Report of Staff, re: Posting of Agenda. The Agenda for the December 29, 2021 Special Governance Board Meeting was posted on December 23, 2021 on the I-C-I System Web Site and the Bulletin Board outside Glendale City Hall.

2. ORAL COMMUNICATIONS

No Cards

3. REPORTS - INFORMATION

Beverly Hills – No report
Burbank – No report
Com Net - No report
Culver City – No report
Glendale – No report
INSB – No report
Montebello – No report
Pasadena – No report
Pomona – No report
Santa Monica – No report

4. CONSENT ITEMS

- a. Approval of the Minutes for the December 2, 2021 Governance Board Meeting
Motion made by: Glendale
Second by: INSB

Beverly Hills – Aye
Burbank – Aye
Com Net - Abstain
Culver City – Aye
Glendale – Aye
INSB – Aye
Montebello – Aye
Pasadena – Aye
Santa Monica – Aye
Pomona – Aye

In Favor – 9, Noes – 0, Absent – 0, Abstain – 1

5. ACTION ITEMS

- a. Discussion Concerning the Motorola Solutions, Inc. (MSI), Proposed Advanced Plus Services and System Upgrade Proposals and Recommendation of Technical Committee to Accept and Proceed with Authorizing the Chair to Execute Said Agreements with MSI.

1. Motion Authorizing the Chair to Execute an Agreement with Motorola Solutions in acceptance of their 6 Year Advanced Plus Services and 6 Year System Upgrade Proposals as Presented by Staff and the Technical Committee.

Motion made by: Pomona
Second by: Santa Monica

Beverly Hills – Aye
Burbank – Aye
Com Net - Aye
Culver City – Aye
Glendale – Aye
INSB – Aye
Montebello – Aye
Pasadena – Aye
Santa Monica – Aye
Pomona – Aye

In Favor – 10, Noes – 0, Absent – 0, Abstain – 0

2. Motion Directing Staff to Establish Necessary Budgeting and Billing Processes to Facilitate Billing of and Collection from Governance Board Member Entities for Pass Through of Funds to MSI.

Motion made by: Pomona

Second by: Santa Monica

Beverly Hills – Aye

Burbank – Aye

Com Net - Aye

Culver City – Aye

Glendale – Aye

INSB – Aye

Montebello – Aye

Pasadena – Aye

Santa Monica – Aye

Pomona – Aye

In Favor – 10, Noes – 0, Absent – 0, Abstain – 0

6. **BOARD MEMBER COMMENTS**

Beverly Hills – None

Burbank – None

ComNet - When can we expect year one, and beyond, pricing to take effect? Ray response: they go into effect July 1. Follow up question: what happens if an agency cannot afford it. Ray response: The JPA does not have sufficient funds to cover the agencies, so going into this it has to be front loaded and if a city does default, this would require board action and they would decide if a subsidy is authorized or to unplug them for non-conformance.

Culver City – None

Glendale – None

INSB – None

Montebello – None

Pasadena – None

Pomona – Thank you Ray for all your work specifically on getting the pricing down to where it is. It is much appreciated. Asked Ray when the budgetary numbers will be available for the two motions that just passed and the two deferred components (Cyber Security and MPLS). Ray response: Proceed with your budgets the way they are now approved and we will work with the other items as they occur.

Santa Monica – None

7. **STAFF COMMENTS**

Ray Edey - Gordon Arnold really front loaded this early the year when we started hearing that we were reaching the end of support on 7.18 and facing a 30% upcharge. I cannot thank him enough for all of his assistance going through this.

I will work diligently on fulfilling the requirements of the two motions that just passed. I have already started on the budgetary and finance processes that will be required of the second motion. One of the bigger challenges is that Motorola invoices July 1st, so the sooner that we can collect from the member entities, the better as we will incur late fees from Motorola if we go past the 60/90 days. So, I will be sending out the invoices at the beginning of July.

8. ADJOURNMENT at 1:47 pm by Chair Chief Michael Ellis.

Next Meeting: February 3, 2022 at 1:00pm
Glendale City Hall 613 East Broadway
Glendale, CA 91206

Prime Site Locations

Site Name	Site Address	Latitude	Longitude	TSA	TSI
FS56 (Montebello)	1166 S Greenwood Ave, Montebello CA	33° 59' 28.00" N	118° 07' 13.20" W	M56	134
FS78 (Vernon)	2800 S Soto St, Vernon CA 90058	34° 00' 42.21" N	118° 13' 07.40" W	M78	135
Garvey Reservoir	1311 South Orange Ave, Monterey Park, CA. 91755 (Orange & Tegner, Monterey Park CA)	34° 02' 51.58" N	118° 06' 45.59" W	MGR	136
Montebello PD	1600 W Beverly Blvd, Montebello CA	34° 01' 15.90" N	118° 06' 58.50" W	MTP	24
Montebello Reservoir	1343 N Montebello Blvd, Montebello CA	34° 01' 57.00" N	118° 05' 53.00" W	MTR	130
Montebello Transit	400 S Taylor Ave, Montebello, CA 90640	34° 00' 25.00" N	118° 06' 53.20" W	MBL	25
Quiet Canyon	901 Via San Clemente, Montebello CA	34° 01' 40.00" N	118° 07' 58.30" W	MQC	132
Santa Fe Springs	12636 Emmens Way, Santa Fe Springs CA	33° 56' 12.00" N	118° 03' 46.20" W	MSF	137
Starlight Reservoir	12641 Carinthia Dr, Whittier CA	33° 59' 53.00" N	118° 02' 12.20" W	MSR	133



**INTERAGENCY COMMUNICATIONS INTEROPERABILITY AUTHORITY
A CALIFORNIA JOINT POWERS AGENCY
SPECIAL MEETING OF THE GOVERNANCE BOARD
VIA VIRTUAL TELECONFERENCE ONLY
Pasadena Police Department
Community Relations Conference Room
207 North Garfield Avenue
Pasadena, California 91101**

DECEMBER 29, 2021 AT 1:00 PM – AGENDA

Due to the continuing situation with the COVID-19 novel coronavirus the ICI System Authority Governance Board meeting will be conducted Electronically only.

Due to social distancing requirements, there will be no physical presence at the meeting and the public will not be able to attend in person. The public is encouraged to monitor and participate from the safety of their homes and offices to practice social distancing.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 213-493-7443,,42108982#](#) United States, Los Angeles

Phone Conference ID: 421 089 82#

[Find a local number](#) |

1. BUSINESS AGENDA

a. Roll Call

b. Report of Staff, re: Posting of Agenda. The Agenda for the December 29, 2021 Special Governance Board Meeting was posted on December 27, 2021 on the I-C-I System Web Site and the Bulletin Board outside Glendale City Hall.

2. ORAL COMMUNICATIONS

Discussion is limited to items NOT a part of this agenda. Each speaker is allowed five minutes. Members may question or respond to the speaker but there will be no debate or decision.

3. REPORTS - INFORMATION

No Reports

4. CONSENT ITEMS

- a. Approval of the Minutes for the December 2, 2021 Governance Board Meeting

5. ACTION ITEMS

- a. Discussion Concerning the Motorola Solutions, Inc. (MSI), Proposed Advanced Plus Services and System Upgrade Proposals and Recommendation of Technical Committee to Accept and Proceed with Authorizing the Chair to Execute Said Agreements with MSI.

- 1. Motion Authorizing the Chair to Execute an Agreement with Motorola Solutions in acceptance of their 6 Year Advanced Plus Services and 6 Year System Upgrade Proposals as Presented by Staff and the Technical Committee.
- 2. Motion Directing Staff to Establish Necessary Budgeting and Billing Processes to Facilitate Billing of and Collection from Governance Board Member Entities For Pass Through of Funds to MSI.

6. BOARD MEMBER COMMENTS

7. STAFF COMMENTS

8. ADJOURNMENT

Next Meeting: February 3, 2022 at 1:00pm
Glendale City Hall 613 East Broadway
Glendale, CA 91206



ITEM 4.a.

**INTERAGENCY COMMUNICATIONS INTEROPERABILITY AUTHORITY
A CALIFORNIA JOINT POWERS AGENCY
SPECIAL MEETING OF THE GOVERNANCE BOARD
VIA VIRTUAL TELECONFERENCE ONLY**

**Pasadena Police Department
Community Relations Conference Room
207 North Garfield Avenue
Pasadena, California 91101**

DECEMBER 2, 2021 AT 1:00 PM – MINUTES

Due to the continuing situation with the COVID-19 novel coronavirus the ICI System Authority Governance Board meeting will be conducted Electronically only.

Due to social distancing requirements, there will be no physical presence at the meeting and the public will not be able to attend in person. The public is encouraged to monitor and participate from the safety of their homes and offices to practice social distancing.

Microsoft Teams meeting

Join on your computer or mobile app

Or call in (audio only)

[+ United States, Los Angeles](#)

Phone Conference ID: 362 393 232#

[Find a local number](#) |

1. BUSINESS AGENDA

a. Roll Call

Beverly Hills – Chief Greg Barton (V)

Burbank – Mr. Jim Compton (V)

Com Net – Absent

INSB – Mr. Ernest Gallo (V)

Pomona – Chief Michael Ellis (V)

Glendale – Chief Carl Povilaitis (V)

Culver City – Chief Ken Powell (V)

Montebello – Mr. Mark Kim (V)

Pasadena – Chief Anthony James (V)

Santa Monica – Mr. Adam Orland (V)

(V) Virtual

b. Report of Staff, re: Posting of Agenda. The Agenda for the December 2, 2021 Governance Board Meeting was posted on November 29, 2021 on the I-C-I System Web Site and the Bulletin Board outside Glendale City Hall.

2. ORAL COMMUNICATIONS

No Cards

3. REPORTS - INFORMATION

a. Reports Regarding Changes in Project Status from Previous Meeting
None to Report

b. Report on Status of 2022 LA-LB UASI Grant Process
Mr. Edey advised that ICI is tentatively approved for \$1 million for TDMA Migration Projects.

c. Report on Status of System Upgrade Proposal
Mr. Edey reported that the Tech Committee would be calling a special meeting to act upon a recommendation to the Board for the SUA.

4. CONSENT ITEMS

a. Approval of the Minutes for the October 7, 2021, Governance Board Meeting
Motion made by: Burbank

Second by: Culver City

Beverly Hills – Aye

Burbank – Aye

Com Net - Absent

Culver City – Aye

Glendale – Aye

INSB – Aye

Montebello – Aye

Pasadena – Aye

Santa Monica – Aye

Pomona – Aye

In Favor – 9, Noes – 0, Absent – 1, Abstain – 0

5. ACTION ITEMS

a. Discussion Regarding Proposed Revised Budget for FY 2021-2022 to Include Additional Funding for Auditors for GASB 84 Implementation and Increased Subscriber Expense
1. Motion to Approve and Adopt Revised Budget

Motion made by: Glendale

Second by: Santa Monica

Beverly Hills – Aye

Burbank – Aye

Com Net - Absent

Culver City – Aye

Glendale – Aye

INSB – Aye

Montebello – Aye

Pasadena – Aye

Santa Monica – Aye

Pomona – Aye

In Favor – 9, Noes – 0, Absent – 1, Abstain – 0

b. Discussion Regarding Subscriber Agreement with Monterey Park Police Department.

1. Motion to Approve Chair to Execute Subscriber Agreement with Monterey Park Police.

Motion made by: Glendale

Second by: Santa Monica

Beverly Hills – Aye

Burbank – Aye

Com Net - Absent

Culver City – Absent (left meeting early)

Glendale – Aye

INSB – Aye

Montebello – Aye

Pasadena – Aye

Santa Monica – Aye

Pomona – Aye

In Favor – 8, Noes – 0, Absent – 2, Abstain – 0

6. BOARD MEMBER COMMENTS

Beverly Hills – no comment

Burbank – no comment

Com Net - absent

Culver City – absent

Glendale – no comment

INSB – If the documents discussed/shared could be included in the agenda packet for future meetings and the ones discussed/reviewed during this meeting can be distributed to the group.

Montebello – no comment

Pasadena – no comment

Pomona – no comment

Santa Monica – no comment

7. STAFF COMMENTS

Apologize for technical difficulties with not being able to display the documents from computer, although I will distribute the documents as soon as the meeting is over.

Ken Gurwell added: wanted to thank Ray and Gordon for working with Motorola and getting the pricing down not only on the SUA but on the maintenance services too. In looking at it there is substantial savings on the maintenance end of it which will help pay for some of these SUAs and updates for a lot of the agencies.

8. ADJOURNMENT at 1:59 pm by Chair Ellis.

Next Meeting: February 3, 2022 at 1:00pm
Glendale City Hall 613 East Broadway
Glendale, CA 91206

ITEM 5.a.

MOTOROLA SOLUTIONS SUA PACKAGE PROPOSAL

The Motorola Solutions SUA Package Proposal Consists of Four Elements:

SYSTEM UPGRADE AGREEMENT

SERVICE AGREEMENTS

CYBER SECURITY SERVICES

MPLS/JUNIPER EXTENDED WARRANTY

For reasons to be discussed, the Technical Committee and Staff are recommending the Governance Board proceed with the System Upgrade and Service Agreement Proposals and that both the Cyber Security Services and MPLS/Juniper Extended Warranty Proposal be dealt with separately.

The Costing and Terms of these agreements are predicated upon the ICI JPA Consolidating the Billing for Member SA and SUA Services with MSI into a Single Invoice to be processed and paid through the JPA.

JPA MEMBER SA & SUA BILLING

The JPA will be billed in July of each Fiscal Year for the total sum due MSI for that year's SA and SUA for the ICI Governance Member Entities including INSB and ComNet Cities.

ICI will bill each Governance Board Member entity July 1, of each Fiscal Year for the apportioned sums (including INSB and ComNet Cities). Payment must be prompt in order for us to avoid late charges passing the funds through to MSI within the Billing Cycle.

SUBSCRIBER BILLING

Subscribers desirous of receiving the preferred costing within the 6-year ICI System JPA Agreement will enter into individual 6 Year Agreements with MSI. (See last page)

SERVICE AGREEMENT – ADVANCED PACKAGE

The Service Agreement (SA) is an already existing cost to you. It is the Customer Service Plan you already work with Rob Russell from Motorola to purchase.

This is the Motorola Solutions Service Agreement that each agency enters into with MSI for System Monitoring, Emergency Response, and Maintenance. Referred to as an 'SA' your Service Agreements are a necessary means by which you ensure your infrastructure, consoles, and connectivity are functioning properly and that their status is continually monitored 24/7 by MSI at their facilities.

The SA's also ensure all elements of the network are compliant with technical requirements to ensure overall system integrity and stability.

All ICI Member and Subscriber entities are required to maintain their individual sites to prevailing technical standards and to ensure they are continuously monitored to ensure technical compliance and proper functionality.

SYSTEM UPGRADE AGREEMENT

Also known as an 'SUA', this service product is Motorola Solutions' means of ensuring all LMR systems have the most up to date operating systems and components. In today's world, communications systems are more IT than radio. Like cell phones, personal computers, and software, technology advances so quickly that components become obsolete and dysfunctional at a steady pace. Most, if not all, IT technologies reach 'end of sale', end of 'support', and 'end of life' at a steady pace, requiring upgrades and component replacements to keep the systems operating. Just consider how often we need to replace our cell phones, personal devices, and laptop/desktop computers.

The Motorola Solutions SUA refreshes the entire network with both hardware and software and ensures that the system as a whole is working at optimum levels with the most state-of-the art components and operating systems.

The entire network must migrate as one. All Cells and Infrastructure, including Consoles, Prime Sites, the Master Site, the Redundant Master Site, and all the RF Sites must migrate together. Coordinated participation of all member and subscriber entities is more than essential and is not optional.

Commercial Off-The-Shelf (COTS) product integration and global supply chain issues limit Motorola's ability to control infrastructure End of Life (EOL) and product replacement. The pre-planning included in SUA's minimizes these issues and their potential threats to system integrity.

While we have engaged in SUA's several times in the past, the last in 2020, this multi-year agreement will be a new "annual" expense, as it includes multiple SUA's (3 during the course of the agreement) spread through a 6 year plan. Motorola will no longer entertain single year SUA's at an advantageous costing. They are now prohibitively expensive, approaching \$2.4 million for a single SUA. Single SUA's also create a high risk of critical components failing or becoming obsolete mid-stream as they are potentially employed well past their projected end of support or even life between upgrades. Motorola now requires nearly a one-year lead time before engaging in an SUA for existing systems.

Every trunked digital LMR system must undergo recurring SUA's in order to remain resilient and functional, and our neighboring systems are no different.

ICI System Governance Member Costs: This spreadsheet reflects the final negotiated cost of the 6 year SUA in comparison to the original list price costing presented by Motorola Solutions.

PROPOSED COST PER FISCAL YEAR FOR SUA (BY CELL WITH MASTER SITE APPORTIONED) - 12/20

CELL	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
ComNet*	\$ 87,816	\$ 89,527	\$ 91,258	\$ 93,010	\$ 94,784	\$ 96,581	\$ 552,975
INSB*	\$ 78,900	\$ 80,437	\$ 81,992	\$ 83,566	\$ 85,161	\$ 86,775	\$ 496,832
Beverly Hills	\$ 43,814	\$ 44,667	\$ 45,531	\$ 46,405	\$ 47,290	\$ 48,187	\$ 275,894
Burbank	\$ 49,723	\$ 50,692	\$ 51,672	\$ 52,664	\$ 53,668	\$ 54,686	\$ 313,104
Culver City	\$ 28,215	\$ 28,764	\$ 29,320	\$ 29,883	\$ 30,453	\$ 31,031	\$ 177,666
Glendale**	\$ 123,749	\$ 126,159	\$ 128,598	\$ 131,067	\$ 133,568	\$ 136,100	\$ 779,241
Montebello	\$ 79,676	\$ 81,228	\$ 82,799	\$ 84,388	\$ 85,998	\$ 87,628	\$ 501,718
Pasadena	\$ 62,355	\$ 63,569	\$ 64,798	\$ 66,042	\$ 67,302	\$ 68,578	\$ 392,645
Pomona	\$ 51,351	\$ 52,351	\$ 53,363	\$ 54,388	\$ 55,425	\$ 56,476	\$ 323,354
Santa Monica	\$ 53,122	\$ 54,156	\$ 55,203	\$ 56,263	\$ 57,337	\$ 58,424	\$ 334,505
TOTAL	\$ 658,721	\$ 671,551	\$ 684,534	\$ 697,677	\$ 710,986	\$ 724,465	\$ 4,147,933
MSI LIST	\$ 1,136,642	\$ 1,170,741	\$ 1,205,863	\$ 1,242,039	\$ 1,279,301	\$ 1,317,680	\$ 7,352,266
SAVINGS	\$ 477,921	\$ 499,190	\$ 521,329	\$ 544,362	\$ 568,315	\$ 593,215	\$ 3,204,333

ICI System Governance Member Costs: This Spreadsheet represents an apples-to-apples comparison of the final offer made by Motorola in 2018 for the same 6 year period for a multi-year SUA. We did not have a DSR included at the time.

In spite of the increased cost for the Master Site/DSR you can see the significant discounting passed on to the vast majority of our members (Culver City and Glendale had the only increases). The overall difference in final offers reveals a 10% savings from the prior SUA negotiations.

This is a Savings of \$387,273 over the prior SUA Proposal for the same 6-year period.

2018 PROPOSED SUA COSTING (WE DID NOT HAVE DSR)					OLD SUA PROPOSAL			
		2022	2023	2024	2025	2026	2027	TOTAL
ICI Governing Agencies	Master Site	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$480,000
	Burbank	\$52,267	\$52,336	\$52,405	\$52,478	\$52,552	\$52,629	\$314,667
	Beverly Hills	\$47,035	\$47,109	\$47,186	\$47,265	\$47,345	\$47,430	\$283,370
	Culver City	\$8,811	\$8,817	\$8,822	\$8,829	\$8,836	\$8,843	\$52,958
	Glendale	\$94,385	\$94,450	\$94,516	\$94,585	\$94,655	\$94,727	\$567,318
	Montebello	\$95,200	\$95,292	\$95,385	\$95,483	\$95,583	\$95,686	\$572,629
	Pasadena	\$83,575	\$83,680	\$83,787	\$83,898	\$84,014	\$84,132	\$503,086
	Pomona	\$45,908	\$45,980	\$46,054	\$46,130	\$46,208	\$46,289	\$276,569
	Santa Monica	\$65,460	\$65,577	\$65,697	\$65,820	\$65,946	\$66,077	\$394,577
	Torrance/ INSB	\$101,311	\$101,453	\$101,600	\$101,749	\$101,905	\$102,066	\$610,084
	ComNet	\$79,650	\$79,782	\$79,916	\$80,056	\$80,198	\$80,346	\$479,948
Subtotal		\$753,602	\$754,476	\$755,368	\$756,293	\$757,242	\$758,225	\$4,535,206

2021 PROPOSED SUA COSTING (WITH DSR)					NEW SUA PROPOSAL			
		2022	2023	2024	2025	2026	2027	TOTAL
ICI Governing Agencies	Master Site & DSR	\$187,982	\$191,643	\$195,348	\$199,099	\$202,897	\$206,743	\$921,691
	Burbank	\$30,925	\$31,527	\$32,137	\$32,754	\$33,379	\$34,011	\$194,732
	Beverly Hills	\$25,016	\$25,503	\$25,996	\$26,495	\$27,000	\$27,512	\$157,522
	Culver City	\$9,416	\$9,600	\$9,785	\$9,973	\$10,164	\$10,356	\$59,295
	Glendale	\$104,951	\$106,995	\$109,063	\$111,157	\$113,278	\$115,425	\$660,870
	Montebello	\$60,878	\$62,064	\$63,264	\$64,478	\$65,708	\$66,954	\$383,347
	Pasadena	\$43,557	\$44,405	\$45,263	\$46,132	\$47,012	\$47,904	\$274,273
	Pomona	\$32,553	\$33,187	\$33,828	\$34,478	\$35,135	\$35,802	\$204,983
	Santa Monica	\$34,324	\$34,992	\$35,669	\$36,353	\$37,047	\$37,749	\$216,134
	Torrance/INSB	\$60,102	\$61,273	\$62,457	\$63,657	\$64,871	\$66,101	\$378,461
	ComNet	\$69,018	\$70,362	\$71,723	\$73,100	\$74,494	\$75,906	\$434,604
Subtotal		\$658,721	\$671,551	\$684,534	\$697,677	\$710,986	\$724,465	\$4,147,933

SUA COSTING FROM MSI PROPOSAL

Interagency Communications Interoperability, JPA
December 22, 2021

2.1 SUA PRICING BREAKDOWN PER AGENCY

		SUA - 6 years						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
ICI Governing Agencies	Master	\$146,371	\$149,222	\$152,107	\$155,027	\$157,985	\$160,980	\$921,691
	DSR	\$41,611	\$42,421	\$43,241	\$44,072	\$44,912	\$45,764	\$262,021
	Burbank	\$30,925	\$31,527	\$32,137	\$32,754	\$33,379	\$34,011	\$194,732
	Beverly Hills	\$25,016	\$25,503	\$25,996	\$26,495	\$27,000	\$27,512	\$157,522
	Culver City	\$9,416	\$9,600	\$9,785	\$9,973	\$10,164	\$10,356	\$59,295
	Glendale	\$104,951	\$106,995	\$109,063	\$111,157	\$113,278	\$115,425	\$660,870
	Montebello	\$60,878	\$62,064	\$63,264	\$64,478	\$65,708	\$66,954	\$383,347
	Pasadena	\$43,557	\$44,405	\$45,263	\$46,132	\$47,012	\$47,904	\$274,273
	Pomona	\$32,553	\$33,187	\$33,828	\$34,478	\$35,135	\$35,802	\$204,983
	Santa Monica	\$34,324	\$34,992	\$35,669	\$36,353	\$37,047	\$37,749	\$216,134
	Torrance/INSB	\$60,102	\$61,273	\$62,457	\$63,657	\$64,871	\$66,101	\$378,461
	ComNet	\$69,018	\$70,362	\$71,723	\$73,100	\$74,494	\$75,906	\$434,604
Subtotal		\$658,721	\$671,551	\$684,534	\$697,677	\$710,986	\$724,465	\$4,147,933
ICI Subscriber Agencies	Arcadia	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
	Bell	\$5,775	\$5,888	\$6,002	\$6,117	\$6,233	\$6,352	\$36,366
	Bell Gardens	\$7,111	\$7,249	\$7,389	\$7,531	\$7,675	\$7,820	\$44,775
	Downey Fire	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
	Downey PD	\$10,467	\$10,671	\$10,877	\$11,086	\$11,298	\$11,512	\$65,911
	El Monte	\$10,275	\$10,475	\$10,677	\$10,882	\$11,090	\$11,300	\$64,698
	Huntington Park	\$6,830	\$6,963	\$7,098	\$7,234	\$7,372	\$7,512	\$43,007
	San Gabriel	\$5,775	\$5,888	\$6,002	\$6,117	\$6,233	\$6,352	\$36,366
	South Gate	\$8,358	\$8,521	\$8,685	\$8,852	\$9,021	\$9,192	\$52,629
	Verdugo	\$14,281	\$14,559	\$14,840	\$15,125	\$15,414	\$15,706	\$89,924
	Vernon	\$7,391	\$7,535	\$7,681	\$7,828	\$7,978	\$8,129	\$46,543
	Whittier	\$10,275	\$10,475	\$10,677	\$10,882	\$11,090	\$11,300	\$64,698
	Monterey Park	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
Subtotal		\$111,033	\$113,195	\$115,384	\$117,599	\$119,842	\$122,114	\$699,168
SUA TOTAL		\$769,754	\$784,746	\$799,918	\$815,276	\$830,828	\$846,579	\$4,847,101

		SUA - 6 years						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
INSB	El Segundo	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Gardena	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Hawthorne	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Hermosa Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Manhattan Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Redondo Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Torrance	\$24,044	\$24,512	\$24,986	\$25,465	\$25,951	\$26,443	\$151,401
INSB Total		\$60,102	\$61,273	\$62,457	\$63,657	\$64,871	\$66,101	\$378,461
ComNet	Azusa	\$9,671	\$9,859	\$10,050	\$10,243	\$10,438	\$10,636	\$60,895
	Baldwin Park	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
	Covina	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
	Glendora	\$9,404	\$9,587	\$9,773	\$9,960	\$10,150	\$10,343	\$59,218
	Irwindale	\$3,188	\$3,250	\$3,313	\$3,376	\$3,441	\$3,506	\$20,074
	La Verne	\$10,938	\$11,151	\$11,367	\$11,585	\$11,806	\$12,030	\$68,877
	West Covina	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
ComNet Total		\$69,018	\$70,362	\$71,723	\$73,100	\$74,494	\$75,906	\$434,604

Six-Year P25 System Advanced Plus Services Proposal

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Motorola Solutions Confidential Restricted

Pricing Summary 2-2

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ICI System Governance Member Agencies Savings on SA Proposal

Cell	Present	Proposed	Savings
ComNet*	\$ 1,340,210	\$ 1,231,589	\$ 108,621
INSB*	\$ 1,938,814	\$ 1,781,677	\$ 157,137
Beverly Hills	\$ 791,387	\$ 727,247	\$ 64,140
Burbank	\$ 673,805	\$ 619,195	\$ 54,611
Culver City	\$ 183,498	\$ 168,626	\$ 14,872
Glendale	\$ 2,582,454	\$ 2,373,152	\$ 209,303
Montebello	\$ 1,325,321	\$ 1,217,907	\$ 107,415
Pasadena	\$ 1,464,461	\$ 1,345,769	\$ 118,692
Pomona	\$ 970,314	\$ 891,672	\$ 78,642
Santa Monica	\$ 1,118,393	\$ 1,027,750	\$ 90,644
			\$ 1,004,076

*Includes INSB & ComNet Agencies

Advanced Services Costing from MSI Proposal

Interagency Communications Interoperability, JPA
December 22, 2021

2.2 ADVANCED SERVICES PRICING BREAKDOWN PER AGENCY

		ADVANCED SERVICES - 6 YEARS						
Agency		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
ICI Governing Agencies	ICIS JOINT POWERS AUTHORITY (JPA)	\$151,173.70	\$156,928.94	\$161,216.47	\$167,218.02	\$173,455.71	\$179,934.10	\$989,926.95
	ICI - DSR	\$81,311.45	\$84,407.01	\$86,713.13	\$89,941.17	\$93,296.23	\$96,780.74	\$532,449.74
	BURBANK WATER & POWER COMMUNICATIONS	\$97,096.96	\$100,793.48	\$103,547.31	\$107,402.03	\$111,408.42	\$115,569.41	\$635,817.61
	BEVERLY HILLS, CITY OF	\$114,040.84	\$118,382.42	\$121,616.80	\$126,144.19	\$130,849.71	\$135,736.81	\$746,770.77
	CULVER CITY, CITY OF	\$26,442.58	\$27,449.26	\$28,199.21	\$29,248.97	\$30,340.04	\$31,473.21	\$173,153.25
	GLENDALE, CITY OF	\$367,569.94	\$381,563.48	\$391,988.33	\$406,580.76	\$421,747.33	\$437,499.16	\$2,406,949.00
	MONTEBELLO, CITY OF	\$190,982.01	\$198,252.77	\$203,669.32	\$211,251.25	\$219,131.50	\$227,315.84	\$1,250,602.70
	PASADENA, CITY OF	\$211,846.50	\$215,722.79	\$232,169.81	\$240,812.73	\$249,795.70	\$259,125.31	\$1,409,472.84
	POMONA, CITY OF	\$139,824.53	\$145,147.71	\$149,113.35	\$154,664.35	\$160,433.75	\$166,425.79	\$915,609.48
	SANTA MONICA POLICE DEPT	\$146,974.43	\$159,835.04	\$164,201.96	\$170,314.66	\$176,667.86	\$183,266.22	\$1,001,260.18
	INSB, PRIME SITE	\$37,304.53	\$38,724.73	\$39,782.74	\$41,263.72	\$42,802.97	\$44,401.62	\$244,280.31
	TORRANCE CONSOLES	\$53,499.45	\$54,478.36	\$58,631.87	\$60,814.54	\$63,083.09	\$65,439.18	\$355,946.50
	INSB RF SITES	\$160,162.97	\$163,093.10	\$175,527.56	\$182,061.87	\$188,853.27	\$195,906.75	\$1,065,605.52
	GLENDORA, CITY OF (ComNet)	\$79,277.37	\$82,295.49	\$84,543.92	\$87,691.21	\$90,962.33	\$94,359.68	\$519,130.00
	GLENDORA, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	AZUSA, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	BALDWIN PARK POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	COVINA, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	LA VERNE POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
WEST COVINA POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67	
SUB-TOTAL		\$1,971,357.44	\$2,045,259.07	\$2,122,335.24	\$2,201,342.76	\$2,283,458.87	\$2,368,743.69	\$12,992,497.08
ICI Subscriber Agencies	BELL, CITY OF	\$14,880.92	\$15,447.45	\$15,869.49	\$16,460.26	\$17,074.27	\$17,711.98	\$97,444.38
	ARCADIA, CITY OF	\$20,688.06	\$21,475.66	\$22,062.40	\$22,883.71	\$23,737.34	\$24,623.90	\$135,471.08
	BELL GARDENS POLICE DEPT, CITY OF	\$17,062.79	\$17,712.37	\$18,196.30	\$18,873.69	\$19,577.73	\$20,308.94	\$111,731.82
	DOWNEY FIRE DEPT	\$22,719.56	\$23,135.27	\$24,899.14	\$25,826.05	\$26,789.44	\$27,789.99	\$151,159.46
	DOWNEY POLICE DEPT, CITY OF	\$24,263.60	\$25,187.33	\$25,875.48	\$26,838.74	\$27,839.90	\$28,879.69	\$158,884.75
	EL MONTE POLICE DEPT	\$24,468.02	\$24,915.73	\$26,815.34	\$27,813.59	\$28,851.11	\$29,928.67	\$162,792.46
	HUNTINGTON PARK	\$17,574.29	\$18,243.35	\$18,741.78	\$19,439.48	\$20,164.62	\$20,917.75	\$115,081.28
	MONTEREY PARK, CITY OF	\$24,263.60	\$25,187.33	\$25,875.48	\$26,838.74	\$27,839.90	\$28,879.69	\$158,884.75
	SOUTH GATE, CITY OF	\$21,728.06	\$22,555.26	\$23,171.50	\$24,034.10	\$24,930.64	\$25,861.77	\$142,281.33
	SAN GABRIEL, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	GLENDALE, CITY OF (Verdugo Fire)	\$73,799.87	\$76,609.46	\$78,702.54	\$81,632.38	\$84,677.49	\$87,840.11	\$483,261.86
	VERNON, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	WHITTIER POLICE DEPT	\$26,130.90	\$27,125.71	\$27,866.83	\$28,904.22	\$29,982.42	\$31,102.23	\$171,112.31
SUB-TOTAL		\$324,829.56	\$336,262.93	\$347,800.76	\$360,748.24	\$374,205.13	\$388,181.31	\$2,132,027.92
TOTAL		\$2,296,187.00	\$2,381,522.00	\$2,470,136.00	\$2,562,091.00	\$2,657,664.00	\$2,756,925.00	\$15,124,525.00

INTERAGENCY COMMUNICATIONS INTEROPERABILITY

SIX-YEAR P25 SYSTEM ADVANCED PLUS SERVICES PROPOSAL

DECEMBER 22, 2021

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Motorola Solutions, Inc.
10680 Treena St., Suite 200.
San Diego, CA 92131 USA

December 22, 2021

Raymond A. Edey, Executive Director
Interagency Communications Interoperability, JPA
613 East Broadway, Suite 200
Glendale, CA 91206

Subject: Interagency Communications Interoperability P25 System Advanced Plus Services Proposal

Dear Mr. Edey:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Interagency Communications Interoperability, JPA ("ICI") with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will address your needs and provide exceptional value.

Per ICI's request, Motorola is providing a six-year firm offer for Advanced Plus Services consisting of Advanced Services and System Upgrade Agreement (SUA).

This proposal is subject to the terms and conditions contained in the Amended and Restated Master Purchase and Service Agreement, dated October 31, 2011, between Motorola and the City of Glendale ("Agreement") together with the additional terms enclosed herein. Pricing is as set forth in the existing Los Angeles County Contract. ICI may accept this offer by signing this proposal, which shall act as a Transaction Document as described in the Agreement. This proposal shall remain valid until December 31, 2021.

We thank you for the opportunity to provide ICI with "best in class" service solutions. Our goal is to provide you with the best products and services available in the communications industry. Any questions can be directed to your Motorola Account Executive, Denis Redzepagic at 619-577-3619 or denis.redzepagic@motorolasolutions.com.

Sincerely,
Motorola Solutions, Inc.



Jerry Burch
Territory Vice President

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SECTION 1

EXECUTIVE SUMMARY

Motorola has carefully studied ICI's current approach towards services and software upgrades, and has developed a new strategy which should benefit the ICI system and users in the years to come. A detailed comparison between the current and new approach is shown in the table below.

	Current Approach	New Approach
System Upgrades	One-off Upgrade Approach 1. Complex upgrade efforts 2. Missing on new features 3. GGM replacement 4. Very costly	Subscription to an Upgrade Program 1. Upgrades are scheduled in advance and well planned/executed 2. New feature available to ICI to purchase 3. Predictable upgrade cost spread over 6 years 4. Volume discounts
Service Agreements	Individual Service Agreements 1. Inconsistent maintenance approach across single network 2. Complex, inconsistent timing and pricing of contracts 3. Higher cost 4. Non-participating agencies leave entire system at risk	Consistent Maintenance Approach 1. All ICI agencies have same Motorola service entitlements 2. Volume discounts 3. Predictable annual maintenance cost per agency over 6 years 4. Consistent pricing per site equipment

SECTION 2

PRICING SUMMARY

The following table provides a breakout of the P25 Advanced Services and System Upgrade Agreement (SUA) over six years.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
ICI Fiscal Year	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	
Start Date	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	
SUA	\$769,754	\$784,746	\$799,918	\$815,276	\$830,828	\$846,579	\$4,847,101
Advanced Services	\$2,296,187	\$2,381,522	\$2,470,136	\$2,562,091	\$2,657,664	\$2,756,925	\$15,124,525
	\$3,065,941	\$3,166,268	\$3,270,054	\$3,377,367	\$3,488,492	\$3,603,504	\$19,971,626

Notes:

Pricing is valid through December 31, 2021.

2.1 SUA PRICING BREAKDOWN PER AGENCY

		SUA - 6 years						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
ICI Governing Agencies	Master	\$146,371	\$149,222	\$152,107	\$155,027	\$157,985	\$160,980	\$921,691
	DSR	\$41,611	\$42,421	\$43,241	\$44,072	\$44,912	\$45,764	\$262,021
	Burbank	\$30,925	\$31,527	\$32,137	\$32,754	\$33,379	\$34,011	\$194,732
	Beverly Hills	\$25,016	\$25,503	\$25,996	\$26,495	\$27,000	\$27,512	\$157,522
	Culver City	\$9,416	\$9,600	\$9,785	\$9,973	\$10,164	\$10,356	\$59,295
	Glendale	\$104,951	\$106,995	\$109,063	\$111,157	\$113,278	\$115,425	\$660,870
	Montebello	\$60,878	\$62,064	\$63,264	\$64,478	\$65,708	\$66,954	\$383,347
	Pasadena	\$43,557	\$44,405	\$45,263	\$46,132	\$47,012	\$47,904	\$274,273
	Pomona	\$32,553	\$33,187	\$33,828	\$34,478	\$35,135	\$35,802	\$204,983
	Santa Monica	\$34,324	\$34,992	\$35,669	\$36,353	\$37,047	\$37,749	\$216,134
	Torrance/INSB	\$60,102	\$61,273	\$62,457	\$63,657	\$64,871	\$66,101	\$378,461
	ComNet	\$69,018	\$70,362	\$71,723	\$73,100	\$74,494	\$75,906	\$434,604
Subtotal		\$658,721	\$671,551	\$684,534	\$697,677	\$710,986	\$724,465	\$4,147,933
ICI Subscriber Agencies	Arcadia	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
	Bell	\$5,775	\$5,888	\$6,002	\$6,117	\$6,233	\$6,352	\$36,366
	Bell Gardens	\$7,111	\$7,249	\$7,389	\$7,531	\$7,675	\$7,820	\$44,775
	Downey Fire	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
	Downey PD	\$10,467	\$10,671	\$10,877	\$11,086	\$11,298	\$11,512	\$65,911
	El Monte	\$10,275	\$10,475	\$10,677	\$10,882	\$11,090	\$11,300	\$64,698
	Huntington Park	\$6,830	\$6,963	\$7,098	\$7,234	\$7,372	\$7,512	\$43,007
	San Gabriel	\$5,775	\$5,888	\$6,002	\$6,117	\$6,233	\$6,352	\$36,366
	South Gate	\$8,358	\$8,521	\$8,685	\$8,852	\$9,021	\$9,192	\$52,629
	Verdugo	\$14,281	\$14,559	\$14,840	\$15,125	\$15,414	\$15,706	\$89,924
	Vernon	\$7,391	\$7,535	\$7,681	\$7,828	\$7,978	\$8,129	\$46,543
	Whittier	\$10,275	\$10,475	\$10,677	\$10,882	\$11,090	\$11,300	\$64,698
	Monterey Park	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
Subtotal		\$111,033	\$113,195	\$115,384	\$117,599	\$119,842	\$122,114	\$699,168
SUA TOTAL		\$769,754	\$784,746	\$799,918	\$815,276	\$830,828	\$846,579	\$4,847,101

		SUA - 6 years						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
INSB	El Segundo	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Gardena	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Hawthorne	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Hermosa Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Manhattan Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Redondo Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Torrance	\$24,044	\$24,512	\$24,986	\$25,465	\$25,951	\$26,443	\$151,401
INSB Total		\$60,102	\$61,273	\$62,457	\$63,657	\$64,871	\$66,101	\$378,461
ComNet	Azusa	\$9,671	\$9,859	\$10,050	\$10,243	\$10,438	\$10,636	\$60,895
	Baldwin Park	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
	Covina	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
	Glendora	\$9,404	\$9,587	\$9,773	\$9,960	\$10,150	\$10,343	\$59,218
	Irwindale	\$3,188	\$3,250	\$3,313	\$3,376	\$3,441	\$3,506	\$20,074
	La Verne	\$10,938	\$11,151	\$11,367	\$11,585	\$11,806	\$12,030	\$68,877
	West Covina	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
ComNet Total		\$69,018	\$70,362	\$71,723	\$73,100	\$74,494	\$75,906	\$434,604

2.2 ADVANCED SERVICES PRICING BREAKDOWN PER AGENCY

		ADVANCED SERVICES - 6 YEARS						
Agency		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
ICI Governing Agencies	ICIS JOINT POWERS AUTHORITY (JPA)	\$151,173.70	\$156,928.94	\$161,216.47	\$167,218.02	\$173,455.71	\$179,934.10	\$989,926.95
	ICI - DSR	\$81,311.45	\$84,407.01	\$86,713.13	\$89,941.17	\$93,296.23	\$96,780.74	\$532,449.74
	BURBANK WATER & POWER COMMUNICATIONS	\$97,096.96	\$100,793.48	\$103,547.31	\$107,402.03	\$111,408.42	\$115,569.41	\$635,817.61
	BEVERLY HILLS, CITY OF	\$114,040.84	\$118,382.42	\$121,616.80	\$126,144.19	\$130,849.71	\$135,736.81	\$746,770.77
	CULVER CITY, CITY OF	\$26,442.58	\$27,449.26	\$28,199.21	\$29,248.97	\$30,340.04	\$31,473.21	\$173,153.25
	GLENDALE, CITY OF	\$367,569.94	\$381,563.48	\$391,988.33	\$406,580.76	\$421,747.33	\$437,499.16	\$2,406,949.00
	MONTEBELLO, CITY OF	\$190,982.01	\$198,252.77	\$203,669.32	\$211,251.25	\$219,131.50	\$227,315.84	\$1,250,602.70
	PASADENA, CITY OF	\$211,846.50	\$215,722.79	\$232,169.81	\$240,812.73	\$249,795.70	\$259,125.31	\$1,409,472.84
	POMONA, CITY OF	\$139,824.53	\$145,147.71	\$149,113.35	\$154,664.35	\$160,433.75	\$166,425.79	\$915,609.48
	SANTA MONICA POLICE DEPT	\$146,974.43	\$159,835.04	\$164,201.96	\$170,314.66	\$176,667.86	\$183,266.22	\$1,001,260.18
	INSB, PRIME SITE	\$37,304.53	\$38,724.73	\$39,782.74	\$41,263.72	\$42,802.97	\$44,401.62	\$244,280.31
	TORRANCE CONSOLES	\$53,499.45	\$54,478.36	\$58,631.87	\$60,814.54	\$63,083.09	\$65,439.18	\$355,946.50
	INSB RF SITES	\$160,162.97	\$163,093.10	\$175,527.56	\$182,061.87	\$188,853.27	\$195,906.75	\$1,065,605.52
	GLENDORA, CITY OF (ComNet)	\$79,277.37	\$82,295.49	\$84,543.92	\$87,691.21	\$90,962.33	\$94,359.68	\$519,130.00
	GLENDORA, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	AZUSA, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	BALDWIN PARK POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	COVINA, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	LA VERNE POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	WEST COVINA POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
SUB-TOTAL		\$1,971,357.44	\$2,045,259.07	\$2,122,335.24	\$2,201,342.76	\$2,283,458.87	\$2,368,743.69	\$12,992,497.08
ICI Subscriber Agencies	BELL, CITY OF	\$14,880.92	\$15,447.45	\$15,869.49	\$16,460.26	\$17,074.27	\$17,711.98	\$97,444.38
	ARCADIA, CITY OF	\$20,688.06	\$21,475.66	\$22,062.40	\$22,883.71	\$23,737.34	\$24,623.90	\$135,471.08
	BELL GARDENS POLICE DEPT, CITY OF	\$17,062.79	\$17,712.37	\$18,196.30	\$18,873.69	\$19,577.73	\$20,308.94	\$111,731.82
	DOWNEY FIRE DEPT	\$22,719.56	\$23,135.27	\$24,899.14	\$25,826.05	\$26,789.44	\$27,789.99	\$151,159.46
	DOWNEY POLICE DEPT, CITY OF	\$24,263.60	\$25,187.33	\$25,875.48	\$26,838.74	\$27,839.90	\$28,879.69	\$158,884.75
	EL MONTE POLICE DEPT	\$24,468.02	\$24,915.73	\$26,815.34	\$27,813.59	\$28,851.11	\$29,928.67	\$162,792.46
	HUNTINGTON PARK	\$17,574.29	\$18,243.35	\$18,741.78	\$19,439.48	\$20,164.62	\$20,917.75	\$115,081.28
	MONTEREY PARK, CITY OF	\$24,263.60	\$25,187.33	\$25,875.48	\$26,838.74	\$27,839.90	\$28,879.69	\$158,884.75
	SOUTH GATE, CITY OF	\$21,728.06	\$22,555.26	\$23,171.50	\$24,034.10	\$24,930.64	\$25,861.77	\$142,281.33
	SAN GABRIEL, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	GLENDALE, CITY OF (Verdugo Fire)	\$73,799.87	\$76,609.46	\$78,702.54	\$81,632.38	\$84,677.49	\$87,840.11	\$483,261.86
	VERNON, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	WHITTIER POLICE DEPT	\$26,130.90	\$27,125.71	\$27,866.83	\$28,904.22	\$29,982.42	\$31,102.23	\$171,112.31
SUB-TOTAL		\$324,829.56	\$336,262.93	\$347,800.76	\$360,748.24	\$374,205.13	\$388,181.31	\$2,132,027.92
TOTAL		\$2,296,187.00	\$2,381,522.00	\$2,470,136.00	\$2,562,091.00	\$2,657,664.00	\$2,756,925.00	\$15,124,525.00

2.3 PAYMENT TERMS

For SUA and Advanced Services, Motorola will invoice ICI, JPA annually in advance of each year of the plan for their portion of the contract, as detailed in the sections 2.1 and 2.2.

Subscriber Agencies will be invoiced individually on annual basis in advance of each year of the plan for their portion of the contract, as detailed in the sections 2.1 and 2.2.



SECTION 3

SOLUTION DESCRIPTION

Motorola is pleased to propose to ICI its Advanced Plus Services package for 6 years consisting of Advanced Services and System Upgrade Agreement.

3.1 ADVANCED SERVICES FOR MASTER, RF, AND CONSOLE SITES

In order to ensure that Interagency Communications Interoperability (“ICI”) has access to technical support teams and resources for troubleshooting and maintenance, Motorola proposes Advanced Services to ICI. Appropriate for customers who need immediate access to Motorola’s technical personnel, Advanced Services provide remote assistance to address unforeseen network events, make necessary repairs to network components, and deliver patches to keep ICI’s system secure. The proposed offering consists of the following specific services.

- Network Event Monitoring
- Technical Support
- Network Hardware Repair with Advanced Replacement
- Remote Security Update Service (RSUS)
- On-site Infrastructure Response
- Annual Preventive Maintenance
- Security Monitoring

These services will be delivered to ICI through a centralized team within Motorola’s Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and through Motorola’s Repair Depot, which will ensure that equipment is repaired to the highest quality standards.

The above described services vary across network components as described below.

System Element	Services Offer	
	SUA II	Advanced Services
Master and DSR	Yes	Yes
Prime Sites and RF Sites	Yes	Yes
Consoles	Yes	Yes
NICE	No	No
Genesis	No	No
Microwave	No	No
Backhaul MPLS Routers	No	No

Full descriptions of Advanced Services may be found in Section 4 - Advanced Services Statement of Work for Master, RF, and Console Site Support”.

3.2 SYSTEM UPGRADE AGREEMENT (SUA)

The System Upgrade Agreement (SUA) provides for radio network technology refresh as needed to keep the system in a “standard support” window for the duration of the six-year contract period.

Keeping the system in a standard support window ensures the following:

- Best-in-class cyber-security technology through Anti-virus updates, vetted 3rd party, and MSI software patches
- Access to expansion components when needed to add RF and console sites and even new (unknown today) features
- Access to Motorola support services as needed

When needed, the SUA will cover update or replacement of relevant components in the following radio network subsystems:

- Master site (includes DSR)
- RF sites (includes 10 Prime sites, 38 Remote sites)
- Console sites (includes 32 Dispatch site locations)
 - Excludes consolettes, radios and antenna systems
- MCC 7500 Subsystem (includes 168 MCC7500 Operator Positions, 4 AIS)

Based on current lifecycle support of various components that compose the radio network we anticipate that system upgrades will occur approximately every two years with items listed below updated or refreshed when no longer supportable.

Component	Typical Refresh Cadence
Motorola System Release Software	2 Years
3rd Party Software Applications	3 Years
Operating Systems	3-5 Years
Databases	3-5 Years
Servers	3-4 Years
Switches	5-6 Years
Routers	3-5 Years
PCs	2-3 Years
Firewalls	3-5 Years
MSI - RF site equipment Field Replaceable Units (FRUs)	8-10 Years

Details and scope of coverage can be found in Section 5 – ASTRO 25 System Upgrade Agreement II (SUA II) Statement of Work.

SECTION 4

ADVANCED SERVICES STATEMENT OF WORK FOR MASTER, RF, AND CONSOLE SITE SUPPORT

4.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Advanced Services ("Advanced Services") provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Services consist of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Security Monitoring.

Each of these elements is summarized below and expanded upon in Section 4.4. In the event of a conflict between the descriptions below and an individual subsection of Section 4.4, the individual subsection prevails.

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

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' [Software Support Policy \("SwSP"\)](#).

Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.



Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Remote Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

Security Monitoring

Real-time, continuous ASTRO 25 radio network security elements monitoring by specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions technologists have direct access to Motorola Solutions engineers for rapid resolution.

4.2 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Advanced Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

4.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors.

The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

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

The CMSO coordinates with the field service organization that will serve the Customer locally.

4.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

4.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (“CSM”) will be the Customer’s key point of contact for defining and administering services. The CSM’s initial responsibility is to create the Customer Support Plan (“CSP”) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Services.

4.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

4.2.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser.



Figure 4-1: MyView Portal offers real-time, role-based access to critical network and services information.

The information available includes:

- Network Event Monitoring: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Remote Technical Support: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Network Hardware Repair: Track return material authorizations (“RMA”) shipped to Motorola Solutions’ repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- Remote Security Update Service: View patch history and status of recently completed security updates.
- On-site Infrastructure Response: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Annual Preventive Maintenance: View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- Security Monitoring: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

4.3 CONNECTIVITY SPECIFICATIONS

The Advanced Services package requires available internet connectivity provided by the Customer. A minimum connection of 2 Mbps is necessary to enable remote monitoring and update services.

4.4 ADVANCED SERVICES DETAILED DESCRIPTION

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

4.4.1 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer's ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

4.4.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center ("NOC"). Incidents will be generated automatically based on the criteria shown in Table 4-1.

Table 4-1: Alarm Threshold Rule Options for all Event Types

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 5 times in 30 minutes. ▪ Event causes 10 minutes of continuous downtime for a monitored component.	An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 7 times in 30 minutes. ▪ Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure ("CHP"). Depending on the incident, Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an

incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Incident closure information.
- Site Arrival – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via MyView Portal, including incident management reports. Any specific remediation and action notes from Motorola Solutions' CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite ("SCP-Lite"), which can be accessed through MyView Portal, provides a read only view of the Customer's current service configuration, including site parameters, notification preferences, and dispatch information. If the Customer or Motorola Solutions make changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

4.4.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 4.5: Priority Level Definitions and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

4.4.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 4.4.1.9: Monitored Elements.

4.4.1.4 Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 4.4.1.7: Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 4.4.1.8: Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 4.5: Priority Level Definitions and Response Times.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 4.4.1.6: Customer Responsibilities.

- Create an incident, as necessary. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Provide the Customer with a link to access system configuration info, site info, system notifications, and system notes.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 4.4.1.6: Customer Responsibilities.
- If the Customer's technician designated in the CSP is Mobile OSS ("MOSS") enabled, the incident will be Automatically Dispatched to MOSS. Otherwise, the incident will be sent to the CMSO Service Desk.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

4.4.1.5 Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
 - Motorola Solutions will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
 - Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
 - Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.

4.4.1.6 Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM.



- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
 - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section 4.5: Priority Level Definitions and Response Times.

4.4.1.7 Connectivity Matrix

Request connectivity eight weeks in advance of service start date.

Table 4-2: Available Connectivity

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola Solutions
ASTRO® 25	Ethernet	Motorola Solutions

4.4.1.8 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

Table 4-3: Motorola Solutions Owned and Supplied Equipment

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

4.4.1.9 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CSP.

Table 4-4: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	QUANTAR
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	Firewall	RFDS
APX Cloud Application	GAS Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
CAM	Infrastructure (CHI CAM)	Site
Camera	Install Server	Statistical Server
CBSD	LAN Switch	Storage Networking
CCGW	Licensing Service	Switch
CEB	Link	Telephony
Channel	Load Balancer	TENSR
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper
Controller	MGEG	Training App
Conventional	Microwave	Training Database
Core	MME	TRAK
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	UEM
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	OP	VMS
DIU	OSP	VPM
DNS	Packet Data Gateway	WSGU
Domain Controller	Physical Host Environmental	ZDS
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller
eNodeB	Power Distribution Unit	

4.4.2 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

4.4.2.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

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

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 4.5: Priority Level Definitions and Response Times.

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

4.4.2.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 4.5: Priority Level Definitions and Response Times.

4.4.2.3 Inclusions

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

4.4.2.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 4.5: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

4.4.2.5 Limitations and Exclusions

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

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

4.4.2.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 4.5: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer

agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

4.4.3 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

4.4.3.1 Description of Service

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

Network Hardware Repair is also known as Infrastructure Repair.

4.4.3.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations (“CMSO”) organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained by contacting the Customer Support Manager (“CSM”).

4.4.3.3 Inclusions

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

4.4.3.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
 - Perform an operational check on infrastructure components to determine the nature of the problem.
 - Replace malfunctioning components.
 - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
 - Perform a box unit test on serviced infrastructure components.
 - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:

- When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (“NTF”) to third-party vendor for repair.
- When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
- Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
- When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 4.4.3.6. If the Customer’s software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (“CST”), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (“NFO”). In such cases, the Customer will be responsible for paying shipping and handling charges.

4.4.3.5 Limitations and Exclusions

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

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS’s, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.



4.4.3.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
 - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



4.4.3.7 Repair Process

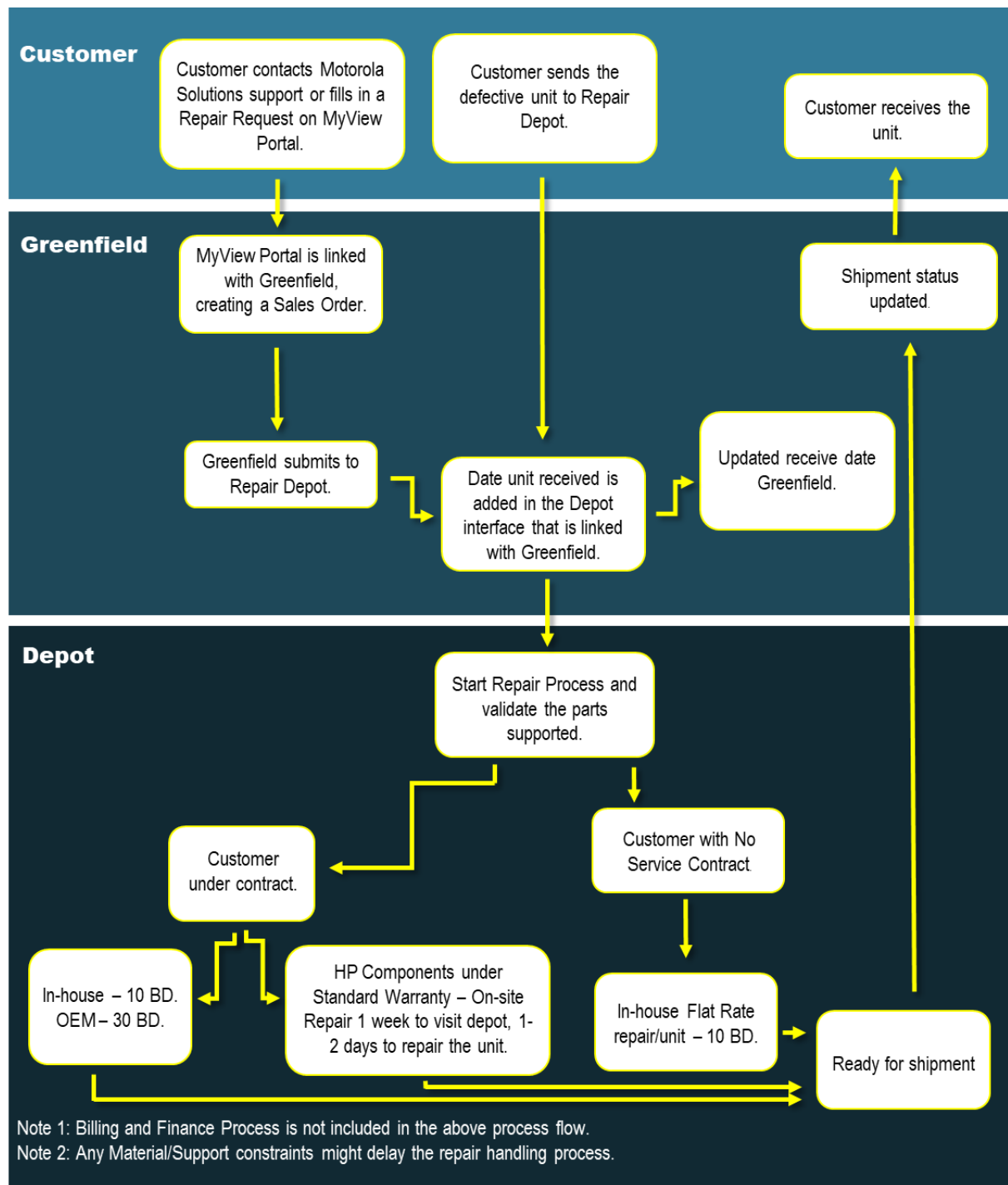


Figure 4-2: Repair Decision Process

4.4.3.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions. When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units (“FRU”) in exchange for the Customer’s malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot’s FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a “Loaner” FRU while their unit is being repaired. Refer to Figure 4-3 for details on the unit loan process.

4.4.3.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU’s to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer’s malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer’s software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer’s software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
 - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or next flight out (“NFO”) shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer’s malfunctioning component. The Customer’s malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
 - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer’s responsibility. Motorola Solutions will repair and return the Customer’s component, and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 4-3 for the loaner process, and Table 4-5 for shipping charge details.

- Provide repair return authorization (“RA”) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock

4.4.3.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 4.4.3.8.1. See Table 4-5 for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions’ FRU inventory, properly package the Customer’s malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions’ repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU’s not returned within five business days.
- At the Customer’s expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.



4.4.3.8.3 Replacement Process for Advanced Replacement

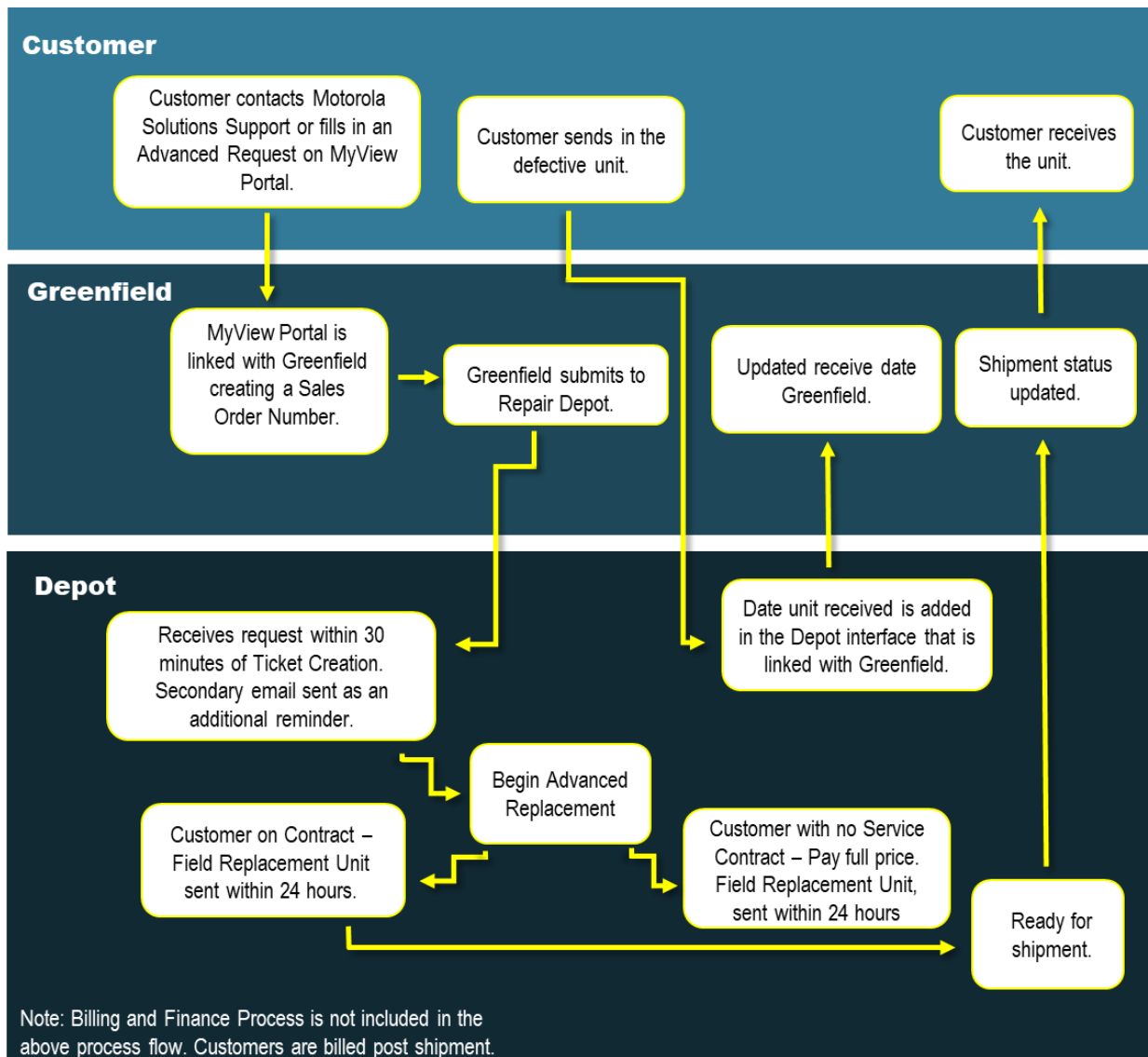


Figure 4-3: Advanced Replacement or Loaner Decision Process

Table 4-5: Shipping Charges and Default Mail Service:

Service	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

*Motorola Solutions shipping carrier – FedEx

4.4.4 Remote Security Update Service

Motorola Solutions' ASTRO 25 Remote Security Update Service ("RSUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola Solutions will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Security Update Service ("SUS") and Network Event Monitoring service are prerequisites for RSUS. These prerequisites are included as part of this service package.

4.4.4.1 Description of Service

Motorola Solutions remotely installs pretested security updates on the Customer's network. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola Solutions will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola Solutions provides the Customer with a report outlining the updates made to the Customer's system. This report will inform the Customer of security update network transfers and installation.

Remote Update Requirements

A reliable connection from Motorola Solutions to the Customer's network is required to enable remote security update installation. Motorola Solutions' Network Event Monitoring service includes the required hardware and maintenance, and is a prerequisite to RSUS. Customer systems with slow and/or unreliable remote site links may impact the speed of RSUS updating and our ability to deliver the service.

In some instances, Motorola Technical Notices (“MTN”) must be applied to enable Motorola Solutions to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event Motorola Solutions cannot deploy security updates unless one or more MTNs are installed, Motorola Solutions will communicate this to the Customer. The Customer and their Customer Support Manager (“CSM”) will determine how to apply necessary MTNs. Once necessary MTNs are applied to the Customer’s system, Motorola Solutions will continue to remotely deploy security updates.

Connections to other networks, herein referred to as Customer Enterprise Network (“CEN”), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network with only the following exceptions: Key Management Facility (“KMF”) and MCC 7500e consoles.

The Customer may request, via the CSM, that Motorola Solutions remotely updates MCC 7500e consoles and KMF in the Customer’s CEN as part of RSUS, or designate Customer IT resources to install the security updates. The Customer must make the appropriate configuration changes to their firewall allowing access.

Reboot Support

If Reboot Support is included with RSUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

4.4.4.2 Scope

RSUS includes pretested security updates for the software listed in Table 4-6. This table also describes the release cadence for security updates.

Table 4-6: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

Motorola Solutions installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time on Monday through Friday, excluding Public Holidays. The Customer may submit a formal request that Motorola Solutions personnel work outside of these hours. The Customer may need to pay additional costs for work to be completed outside of normal business hours.

Motorola Solutions will provide an Impact Timeline (“ITL”) to show installation tasks scheduled during normal business hours, including preparation work and the transfer of security updates to local storage or memory. Server and workstation reboots or zone controller rollover will be initiated at the times shared in the ITL.

Intrusive security updates require Customer coordination. Intrusive security updates may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. While rolling the zone controllers, the system will operate in “Site trunking” mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

4.4.4.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 4-7. This table indicates if Motorola Solutions will provide any RSUS optional services to the Customer. RSUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established [Software Support Policy \(SwSP\)](#).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions’ assigned Customer Support Manager (“CSM”) for the latest supported releases.

Table 4-7: SUS Packages

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	M Core	X
Remote Security Update Service with Reboot Support	M Core	(Not included)

Responsibilities for rebooting applicable hardware are detailed in Section 4.4.4.7: Reboot Responsibilities.

4.4.4.4 Motorola Solutions Responsibilities

- Remotely deploy updates listed in Section 4.4.4.2: Scope on the Customer’s system. Updates will be installed on the cadence described in that section.
 - As outlined in Section 4.4.4.2: Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
 - Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event no security updates are released by the OEMs during the usual time period, Motorola Solutions will send a notice that no new security updates were deployed.

4.4.4.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system ("IDS") signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.

4.4.4.6 Customer Responsibilities

- This service requires connectivity from Motorola Solutions' CMSO to the Customer's ASTRO 25 system. Procure Motorola Solutions' Network Event Monitoring service, and maintain it for the duration of RSUS contract.
- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Coordinate any maintenance or other updates that are not part of RSUS with Motorola Solutions to minimize downtime and redundant efforts.

4.4.4.7 Reboot Responsibilities

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS package being purchased. Table 4-8 contains the breakdown of responsibilities. Section 4.4.4.3: Inclusions indicates which services are included.



Table 4-8: Reboot Responsibilities Matrix

Remote SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Remote Security Update Service	Provide a report to the Customer's main contact listing the servers or workstations which must be rebooted to ensure installed security updates become effective.	- When a security update requires a reboot, reboot servers and workstations after security updates are installed. - When remote deployment is in progress, it may be necessary for multiple reboots to be coordinated with Motorola Solutions.
Remote Security Update Service with Reboot Support	When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	

4.4.4.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (end-of-life) from deployed software, Motorola Solutions will work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

4.4.5 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

4.4.5.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 4.5: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

4.4.5.2 Scope

On-site Infrastructure Response is available 24 hours a day, 7 days a week in accordance with Section 4.5: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

4.4.5.3 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

4.4.5.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
 - Run diagnostics on the infrastructure component.
 - Replace defective infrastructure component, as supplied by the Customer.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
 - If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.



4.4.5.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

4.4.6 Annual Preventive Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

4.4.6.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer’s infrastructure equipment to monitor its conformance to specifications.

4.4.6.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

Motorola Solutions will provide level 1 Preventive Maintenance.

4.4.6.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service defined in Section 4.4.6.7: Preventive Maintenance Tasks.

4.4.6.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan ("CSP"), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
 - Perform the tasks defined in Section 4.4.6.7: Preventive Maintenance Tasks.
 - Perform the procedures defined in Section 4.4.6.8: Site Performance Evaluation Procedures for each site type on the system.
 - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
 - As applicable, use the Method of Procedure ("MOP") defined for each task.

4.4.6.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

4.4.6.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").



- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

4.4.6.7 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section.

MASTER SITE CHECKLIST	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management ("NM") Client Applications	Review Unified Event Manager ("UEM") events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol ("NTP")	Verify operation and syncing all devices.
Data Collection Devices ("DCD") check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

MASTER SITE CHECKLIST	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

PRIME SITE CHECKLIST	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.

PRIME SITE CHECKLIST	
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.

DISPATCH SITE CHECKLIST	
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Tests	
Recording - AIS Test	Verify audio logging of trunked calls.

DISPATCH SITE CHECKLIST	
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 4.4.6.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

FACILITIES CHECKLIST	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.

FACILITIES CHECKLIST	
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
HVAC	
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.

FACILITIES CHECKLIST	
Cooling / Heating	Check each HVAC unit for cooling/heating.

PRIME SITE CHECKLIST	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Verify System software Installed	Verify software versions installed on system. Document any changes.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

PRIME SITE CHECKLIST	
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Verify Software	Verify that the latest MOTOPATCH, released for Windows by Motorola Solutions, has been installed.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.

DISPATCH SITE CHECKLIST	
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
IRR Setup Parameters	Check IRR set-up parameters, audio card set-up, and level adjustments.
Paging Controls	Confirm all paging controls are functional, including third-party encoders if covered by maintenance contract.
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Event Logs	Pull event logs and review for major errors.
Hard Drive Backup	Create backup of drive for offsite storage.
Memory Usage	Check memory usage.
Application Logs and Alerts	Review built in application logs and alerts.
Hard Drive Usage	Check available space, ensure there is a minimum of 10%.
Verify Software	Verify that the latest MOTOPATCH, released for Windows by Motorola Solutions, has been installed.
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.

DISPATCH SITE CHECKLIST	
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Paging Tones	Confirm tone sequences and paging operation.
Logging Equipment Tests	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Verify Software	Verify that the latest MOTOPATCH, released for Windows by Motorola Solutions, has been installed.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.

RF SITE CHECKLIST	
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 4.4.6.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

4.4.6.8 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

4.4.7 Security Monitoring

Motorola Solutions' ASTRO 25 Security Monitoring provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions' technologists have rapid direct access to Motorola Solutions engineers for rapid resolution.

4.4.7.1 Description of Service

Security Monitoring provides continuous monitoring of authentication logs and monitors for potential introduction of malware software into the ASTRO 25 network.

4.4.7.2 Scope

Security Monitoring is available 24 hours a day, 7 days a week. The service is delivered by the Motorola Solutions Secure Operations Center ("SOC"). The SOC is part of Motorola Solutions' Centralized Managed Support Operations ("CMSO"), and is staffed by highly trained and experienced security professionals. When a security event is detected, the security specialists will run remote diagnostics and initiate an appropriate response. This response may consist of continuing to monitor the event for further development, attempting to remotely restore the system, or logging an incident for dispatch of a field service technician.

Motorola Solutions will respond to events in accordance with Section 4.4.7.8: Security Monitoring Priority Level Definitions and Response Times.

4.4.7.3 Inclusion

- **Anti-malware Monitoring** – ASTRO 25 comes installed with Anti-malware software. Motorola Solutions will remotely monitor ASTRO 25 anti-malware software for activity such as deletion, quarantine, and alerting of suspicious software.
- **Authentication Monitoring** – ASTRO 25 may be accessed by users by way of Windows and RSA logins. Motorola Solutions will remotely monitor such logins for repeated failures and locked accounts.
- **Firewall Monitoring** – ASTRO 25 systems may be deployed with certain firewalls, as described in Section 4.4.7.7: Potential ASTRO 25 Firewalls, which may or may not support remote monitoring. Motorola Solutions will remotely monitor those firewalls that support such monitoring.
- **Intrusion Detection System ("IDS") Monitoring.** – An IDS is an option for ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN. Motorola Solutions will remotely monitor an IDS for the Customer where applicable.
- **Centralized Event Logging** – ASTRO 25 has provided the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events. Motorola Solutions will remotely monitor syslog data elements forwarded by the centralized event logging server specific to the monitored ASTRO 25 system. Not all elements within the network will be supported for forwarding in every ASTRO 25 system release. The Customer and CSM will document the specific supported elements in the Customer Support Plan ("CSP").

4.4.7.4 Motorola Solutions Responsibilities

- Provide, maintain, and when necessary replace, hardware and software required to monitor ASTRO 25 security elements. Hardware may include a firewall, router, or physical server. Software may include virtual servers either on the ASTRO 25 core or a separate physical server, as well as related OS, SIEM collectors, and software that support update distribution and remote diagnostics.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola Solutions service authentication credentials.
- Maintain trained and accredited technicians. Monitor the Customer's system 24/7/365 for malicious or unusual activity.
- Post security reports to MyView Portal.

4.4.7.5 Customer Responsibilities

- Security Monitoring requires a connection from the Customer's ASTRO 25 system to Motorola Solutions' SOC. Motorola Solutions offers either a T1 or a Virtual Private Network ("VPN") link through a Customer-supplied internet connection. Connectivity needs to be established before service commences.
- Permit Motorola Solutions continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.
- Provide continuous utility service to any Motorola Solutions equipment installed or utilized at the Customer's premises to support service delivery.
- Provide Motorola Solutions with contact information necessary to complete the CSP. Notify the Customer's Customer Support Manager ("CSM") within two weeks of any contact changes.
- Validate that Motorola Solutions is monitoring the components defined in the CSP and notify Motorola Solutions if any new components need to be incorporated in Security Monitoring.
- As necessary, upgrade the ASTRO 25 system to supported releases.
- Allow Motorola Solutions dispatched field service technicians physical access to the equipment when required.
- Comply with the terms of the applicable license agreements between Customer and the non-Motorola Solutions software copyright owners.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide the services described in this SOW.
- Ensure that all monitored devices within the network have a properly configured Syslog agent, which is forwarding events to the centralized event log server.
- Obtain any third party consents required to enable Motorola Solutions to provide the monitoring service.



4.4.7.6 Disclaimer

Disclaimer: “**AS IS**”. MOTOROLA SOLUTIONS’ ASTRO 25 SECURITY MONITORING SERVICES ARE PROVIDED “AS IS”. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Motorola Solutions does not guarantee that the Customer’s system will be error-free or immune to security breaches as a result of these services.

4.4.7.7 Potential ASTRO 25 Firewalls

Table 4-9: Potential ASTRO Firewalls

Firewall	Description
Customer Network Interface (“CNI”)	This firewall separates the ASTRO 25 Radio Network from the Customer’s IT network, which is often referred to as the CEN or Customer Enterprise network. There are single and redundant (high-availability) options for the CNI. The redundant option includes two firewalls. Both firewalls must be monitored in the redundant case.
Dynamic System Resilience (“DSR”)	This is an ASTRO 25 option where a geographically separated backup master site is implemented as a “hot-standby” in case the primary becomes inoperable due to a failure. This option potentially doubles the number of firewalls in the system.
Zone Core Protection (“ZCP”)	This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This prevents a compromised site from being used to attack the core or other sites. For redundancy, there are always 2 firewalls in this option.
Telephone Interconnect (“TI”)	This ASTRO 25 option allows calls to be made to and from ASTRO 25 subscribers. One firewall is required to protect the RNI. The TI firewall may also be used to protect ISSI connections.
Inter RF Subsystem Interface (“ISSI”)	This option allows connectivity to a separate system. This connection can be to another P25 system, or to non-P25 systems through an additional interface, such as WAVE. In both cases, one firewall is necessary to protect the RNI. The ISSI firewall may also be used to protect TI connections.
MCC 7100 Dispatch Console	The MCC 7100 Dispatch Console may be configured so that it can connect via Virtual Private Network (“VPN”) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site, and there may be multiple firewalls for this purpose.
Custom	The Customer may opt to install their own firewalls and request that Motorola Solutions monitor them. The most common location is at console sites. The Customer will have to work with Motorola Solutions to determine if and how custom firewalls can be monitored. Monitoring these firewalls may require an additional fee.

4.4.7.8 Security Monitoring Priority Level Definitions and Response Times

Table 4-10: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Response Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: - Malware that is not quarantined by anti-virus - Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Holidays.
High P2	Security incidents that have localized impact, but have the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: - Malware that is quarantined by antivirus. - Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: - Suspected unauthorized attempts to log into user accounts. - Suspected unauthorized changes to system configurations, such as firewalls or user accounts. - Observed failures of security components.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.
Low P4	Routine, informational events that are expected to be benign, but are captured and tracked to provide context in case of future incidents. Examples include: - User account creation or deletion. - Privilege change for existing accounts.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.

4.5 PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table 4-11 describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 4-11: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Critical P1	Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. Consoles: More than 40% of a site's console positions down. Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available. Security Features: Security is non-functional or degraded. Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	Core: Core server or link failures. Redundant server or link available. Consoles: Between 20% and 40% of a site's console positions down. Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater. Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Medium P3	Consoles: Up to 20% of a site's console positions down. Conventional Channels: Single channel down. Redundant gateway available. Network Elements: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.	Not applicable.



SECTION 5

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II) STATEMENT OF WORK

5.1 DESCRIPTION OF SERVICE AND OBLIGATIONS

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 1.6.1 Servers
 - 1.6.2 Workstations
 - 1.6.3 Firewalls
 - 1.6.4 Routers
 - 1.6.5 LAN switches
 - 1.6.6 MCC 7XXX Dispatch Consoles
 - 1.6.7 GTR8000 Base Stations
 - 1.6.8 GCP8000 Site Controllers
 - 1.6.9 GCM8000 Comparators
 - 1.6.10 Motorola Solutions Logging Interface Equipment



- 1.6.11 PBX switches for Telephone Interconnect
- 1.6.12 NICE and Verint Logging Solutions (if purchased)
- 1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:
 - 1.8.1 Servers
 - 1.8.2 Workstations
 - 1.8.3 CommandCentral AXS Hub
 - 1.8.4 Routers
 - 1.8.5 LAN Switches
- 1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
 - 1.9.1 GTR 8000 Base Stations
 - 1.9.2 GCP 8000 Site Controllers
 - 1.9.3 GCM 8000 Comparators
 - 1.9.4 MCC 7XXX Dispatch Consoles
- 1.10 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.
- 1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
 - 1.13.1 Review infrastructure system audit data as needed.
 - 1.13.2 Identify additional system equipment needed to implement a system release, if applicable.



- 1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- 1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 1.13.5 Program management support required to perform the certified system upgrade.
- 1.13.6 Field installation labor required to perform the certified system upgrade.
- 1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.16 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

5.2 UPGRADE ELEMENTS AND CORRESPONDING PARTY RESPONSIBILITIES

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
 - 2.1.1 Motorola responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
 - 2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.
 - 2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.6 Inform Customer of high speed internet connection requirements.
 - 2.1.1.7 Assign program management support required to perform the certified system upgrade.
 - 2.1.1.8 Assign field installation labor required to perform the certified system upgrade.
 - 2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
 - 2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to



the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- 2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.4 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
 - 2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.



2.3 System Upgrade

2.3.1 Motorola responsibilities

- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

- 2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.
- 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
- 2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

- 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
- 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 2.4.2.3 Provide Motorola with upgrade completion sign off.

5.3 EXCLUSIONS AND LIMITATIONS

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices



- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 3.5 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.
- 3.6 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.
- 3.7 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 3.8 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

5.4 SPECIAL PROVISIONS

- 4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.



- 4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



APPENDIX A – ASTRO 25 SYSTEM RELEASE UPGRADE PATHS

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.



APPENDIX B – HIGH-SPEED CONNECTIVITY SPECIFICATIONS

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms



APPENDIX C – SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	Qty
# of M3 Master Sites	1
# DSR Sites	1
System Level Features	
Network Management Clients	9
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	1
Security Configuration	
Firewalls	2
RF Site Configuration	
Simulcast Prime Sites (co-located/redundant) and Conventional XLC Site	10
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	38
GTR 8000 Base Stations	479
Dispatch Site Configuration	
# of Dispatch Sites	32
MCC7500 Dispatch Consoles	168
AIS	4
CCGWs	92

SECTION 6

CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions contained in the Amended and Restated Master Purchase and Service Agreement, dated October 31, 2011, between Motorola and the City of Glendale ("Agreement") and the attached Lifecycle Management Addendum.



LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

"Lifecycle Management Services" means the upgrade services as defined in the applicable Statement(s) of Work.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

2. SCOPE

Motorola will provide Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for SUA, NUA or MUA services and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2.2 The Software License Agreement included as Exhibit A to the Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.3 The term of this Addendum is 6 years, commencing on July 1, 2022. The Lifecycle Management Price for the 6 years of services is \$4,847,101, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management services are subscription services as more fully described in the applicable Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.4 The System upgrade will be scheduled during the subscription period and will be



performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Amendment is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.5 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.6 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Statement of Work.

3.2.7 In addition to the description of the services and exclusions provided in the Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Statement of Work, services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the services.

3.2.8 The annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.9 If Customer terminates this service and contractual commitment before the end of the 6 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a



termination fee equal to the discount applied to the last three years of service payments related to the 6 year commitment.

3.2.10 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



Subscriber Agency Agreement

This Subscriber Agency Agreement (“**SAA**”) is entered into between Motorola Solutions Inc. (“**Motorola**”) and the entity set forth below or in the Motorola Proposal dated December 22, 2021 (“**Customer**” or “**Host Agency**”) and will be subject to and governed by the terms of the Amended and Restated Master Purchase and Service Agreement, dated October 31, 2011, between Motorola and the City of Glendale (“**Agreement**”) and any addendum (“**Addendum**” and collectively, the “**Addenda**”) entered into between the Parties, effective as of _____. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the Agreement.

By entering into this SAA, the Subscriber Agency affirms that they will fund their Subscriber costs of the services, per the terms of the Agreement and as identified in the pricing section of the attached Proposal. Subscriber Agency agrees that a purchase order or other notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. Motorola will invoice the Subscriber Agency upon contract execution for the Subscriber costs and Motorola will invoice the Subscriber Agency annually for their portion of ongoing annual maintenance and system upgrade services identified in the Proposal.

Section 1: Definitions

- 1.1 Subscriber Agency** - A “Subscriber Agency” is an agency that has purchased the right to use the system currently owned and operated by the Host Agency, as set forth in the Agreement.
- 1.2 Host Agency** – The “Host Agency” is a current Motorola customer that is authorized by Motorola and has agreed to share its use of the system installed at its facilities with the Subscriber Agency.
- 1.3 System** – “System” means the LMR Radio System detailed hereunder.
- 1.4 Proposal** – “Proposal” means Interagency Communications Interoperability Six-Year P25 System Advanced Plus Services Proposal dated December 22, 2021

Section 2: Scope of Rights

- 2.1 Support and Services.** Subscriber Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the System may be obtained by Subscriber Agency only through the Host Agency. This SAA does not entitle Subscriber Agency to any Motorola services beyond those described in the Proposal.
- 2.2 Warranty.** The Representations and Warranties for the provided Services are defined in the Agreement and Addenda.
- 2.3 Termination.** This SAA will terminate automatically if and when the Agreement terminates for any reason. Motorola or the Host Agency may immediately terminate this SAA and Services at any time if the Subscriber Agency breaches the terms of this SAA or the Agreement. The Host Agency may terminate this SAA at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Subscriber Agency, unless otherwise agreed in writing by the Host Agency.
- 2.4 No Assignment.** The Subscriber Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Accepted and Approved:

_____[Subscriber Agency]

Motorola Solutions, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

January 14, 2022



Governance Board,

Below is a spreadsheet setting forth the sums you will be invoiced by the ICI System Authority on July 1, 2022, for your entity's SA and SUA costs assessed by Motorola Solutions, Inc. Included is the sum for the Master Site/DSR SUA that is apportioned equally to each Member at 10% of the \$187,981 SUA which is \$18,898.20. The JPA will absorb the SA costs for the Master Site/DSR within its annual budget.

This invoice will be in addition to the traditional annual invoicing for your ICI System Membership Fees, which will be generated separately July 1, 2022.

ICI SYSTEM AUTHORITY YEAR 1 SUA/SA INVOICING (2022-23)

As per Motion 5.a.1 12/29/2021

Member	SA	SUA	MS/DSR SUA	Total
ComNet	193,127.55	69,018.00	18,898.20	281,043.75
INSB	250,966.95	60,102.00	18,898.20	329,967.15
Beverly Hills	114,040.84	25,016.00	18,898.20	157,955.04
Burbank	97,096.96	30,925.00	18,898.20	146,920.16
Culver City	26,442.58	9,416.00	18,898.20	54,756.78
Glendale*	367,569.94	104,951.00	18,898.20	491,419.14
Montebello	190,982.01	60,878.00	18,898.20	270,758.21
Pasadena	211,846.50	43,557.00	18,898.20	274,301.70
Pomona	139,824.53	32,553.00	18,898.20	191,275.73
Santa Monica	146,974.43	34,324.00	18,898.20	200,196.63
	1,738,872.29	470,740.00	188,982.00	2,398,594.29

*Does not include Verdugo

Below are the breakout figures for each Member Entity as well as the sub-entities within the INSB and Com-Net JPA's.

Subscriber Member fees for both the SA and SUA are also represented. These fees will be invoiced by and paid directly to Motorola Solutions, Inc. by the Subscribers.

We have also included a copy of the Minutes for the December 29, 2022, Meeting of the Governance Board (see Item 5.a.1.) setting forth the Motion and vote. The Motorola Solutions Proposal and Executed Agreement follow.

Raymond Edey
Raymond A. Edey, MS
Executive Director

Advanced Services Costing from MSI Proposal

Interagency Communications Interoperability, JPA
December 22, 2021

2.2 ADVANCED SERVICES PRICING BREAKDOWN PER AGENCY

		ADVANCED SERVICES - 6 YEARS						
Agency		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
ICI Governing Agencies	ICIS JOINT POWERS AUTHORITY (JPA)	\$151,173.70	\$156,928.94	\$161,216.47	\$167,218.02	\$173,455.71	\$179,934.10	\$989,926.95
	ICI - DSR	\$81,311.45	\$84,407.01	\$86,713.13	\$89,941.17	\$93,296.23	\$96,780.74	\$532,449.74
	BURBANK WATER & POWER COMMUNICATIONS	\$97,096.96	\$100,793.48	\$103,547.31	\$107,402.03	\$111,408.42	\$115,569.41	\$635,817.61
	BEVERLY HILLS, CITY OF	\$114,040.84	\$118,382.42	\$121,616.80	\$126,144.19	\$130,849.71	\$135,736.81	\$746,770.77
	CULVER CITY, CITY OF	\$26,442.58	\$27,449.26	\$28,199.21	\$29,248.97	\$30,340.04	\$31,473.21	\$173,153.25
	GLENDALE, CITY OF	\$367,569.94	\$381,563.48	\$391,988.33	\$406,580.76	\$421,747.33	\$437,499.16	\$2,406,949.00
	MONTEBELLO, CITY OF	\$190,982.01	\$198,252.77	\$203,669.32	\$211,251.25	\$219,131.50	\$227,315.84	\$1,250,602.70
	PASADENA, CITY OF	\$211,846.50	\$215,722.79	\$232,169.81	\$240,812.73	\$249,795.70	\$259,125.31	\$1,409,472.84
	POMONA, CITY OF	\$139,824.53	\$145,147.71	\$149,113.35	\$154,664.35	\$160,433.75	\$166,425.79	\$915,609.48
	SANTA MONICA POLICE DEPT	\$146,974.43	\$159,835.04	\$164,201.96	\$170,314.66	\$176,667.86	\$183,266.22	\$1,001,260.18
	INSB, PRIME SITE	\$37,304.53	\$38,724.73	\$39,782.74	\$41,263.72	\$42,802.97	\$44,401.62	\$244,280.31
	TORRANCE CONSOLES	\$53,499.45	\$54,478.36	\$58,631.87	\$60,814.54	\$63,083.09	\$65,439.18	\$355,946.50
	INSB RF SITES	\$160,162.97	\$163,093.10	\$175,527.56	\$182,061.87	\$188,853.27	\$195,906.75	\$1,065,605.52
	GLENDORA, CITY OF (ComNet)	\$79,277.37	\$82,295.49	\$84,543.92	\$87,691.21	\$90,962.33	\$94,359.68	\$519,130.00
	GLENDORA, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	AZUSA, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	BALDWIN PARK POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	COVINA, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	LA VERNE POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
WEST COVINA POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67	
SUB-TOTAL		\$1,971,357.44	\$2,045,259.07	\$2,122,335.24	\$2,201,342.76	\$2,283,458.87	\$2,368,743.69	\$12,992,497.08
ICI Subscriber Agencies	BELL, CITY OF	\$14,880.92	\$15,447.45	\$15,869.49	\$16,460.26	\$17,074.27	\$17,711.98	\$97,444.38
	ARCADIA, CITY OF	\$20,688.06	\$21,475.66	\$22,062.40	\$22,883.71	\$23,737.34	\$24,623.90	\$135,471.08
	BELL GARDENS POLICE DEPT, CITY OF	\$17,062.79	\$17,712.37	\$18,196.30	\$18,873.69	\$19,577.73	\$20,308.94	\$111,731.82
	DOWNEY FIRE DEPT	\$22,719.56	\$23,135.27	\$24,899.14	\$25,826.05	\$26,789.44	\$27,789.99	\$151,159.46
	DOWNEY POLICE DEPT, CITY OF	\$24,263.60	\$25,187.33	\$25,875.48	\$26,838.74	\$27,839.90	\$28,879.69	\$158,884.75
	EL MONTE POLICE DEPT	\$24,468.02	\$24,915.73	\$26,815.34	\$27,813.59	\$28,851.11	\$29,928.67	\$162,792.46
	HUNTINGTON PARK	\$17,574.29	\$18,243.35	\$18,741.78	\$19,439.48	\$20,164.62	\$20,917.75	\$115,081.28
	MONTEREY PARK, CITY OF	\$24,263.60	\$25,187.33	\$25,875.48	\$26,838.74	\$27,839.90	\$28,879.69	\$158,884.75
	SOUTH GATE, CITY OF	\$21,728.06	\$22,555.26	\$23,171.50	\$24,034.10	\$24,930.64	\$25,861.77	\$142,281.33
	SAN GABRIEL, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	GLENDALE, CITY OF (Verdugo Fire)	\$73,799.87	\$76,609.46	\$78,702.54	\$81,632.38	\$84,677.49	\$87,840.11	\$483,261.86
	VERNON, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	WHITTIER POLICE DEPT	\$26,130.90	\$27,125.71	\$27,866.83	\$28,904.22	\$29,982.42	\$31,102.23	\$171,112.31
SUB-TOTAL		\$324,829.56	\$336,262.93	\$347,800.76	\$360,748.24	\$374,205.13	\$388,181.31	\$2,132,027.92
TOTAL		\$2,296,187.00	\$2,381,522.00	\$2,470,136.00	\$2,562,091.00	\$2,657,664.00	\$2,756,925.00	\$15,124,525.00

SUA COSTING FROM MSI PROPOSAL

Interagency Communications Interoperability, JPA
December 22, 2021

2.1 SUA PRICING BREAKDOWN PER AGENCY

		SUA - 6 years						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
ICI Governing Agencies	Master	\$146,371	\$149,222	\$152,107	\$155,027	\$157,985	\$160,980	\$921,691
	DSR	\$41,611	\$42,421	\$43,241	\$44,072	\$44,912	\$45,764	\$262,021
	Burbank	\$30,925	\$31,527	\$32,137	\$32,754	\$33,379	\$34,011	\$194,732
	Beverly Hills	\$25,016	\$25,503	\$25,996	\$26,495	\$27,000	\$27,512	\$157,522
	Culver City	\$9,416	\$9,600	\$9,785	\$9,973	\$10,164	\$10,356	\$59,295
	Glendale	\$104,951	\$106,995	\$109,063	\$111,157	\$113,278	\$115,425	\$660,870
	Montebello	\$60,878	\$62,064	\$63,264	\$64,478	\$65,708	\$66,954	\$383,347
	Pasadena	\$43,557	\$44,405	\$45,263	\$46,132	\$47,012	\$47,904	\$274,273
	Pomona	\$32,553	\$33,187	\$33,828	\$34,478	\$35,135	\$35,802	\$204,983
	Santa Monica	\$34,324	\$34,992	\$35,669	\$36,353	\$37,047	\$37,749	\$216,134
	Torrance/INSB	\$60,102	\$61,273	\$62,457	\$63,657	\$64,871	\$66,101	\$378,461
	ComNet	\$69,018	\$70,362	\$71,723	\$73,100	\$74,494	\$75,906	\$434,604
Subtotal		\$658,721	\$671,551	\$684,534	\$697,677	\$710,986	\$724,465	\$4,147,933
ICI Subscriber Agencies	Arcadia	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
	Bell	\$5,775	\$5,888	\$6,002	\$6,117	\$6,233	\$6,352	\$36,366
	Bell Gardens	\$7,111	\$7,249	\$7,389	\$7,531	\$7,675	\$7,820	\$44,775
	Downey Fire	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
	Downey PD	\$10,467	\$10,671	\$10,877	\$11,086	\$11,298	\$11,512	\$65,911
	El Monte	\$10,275	\$10,475	\$10,677	\$10,882	\$11,090	\$11,300	\$64,698
	Huntington Park	\$6,830	\$6,963	\$7,098	\$7,234	\$7,372	\$7,512	\$43,007
	San Gabriel	\$5,775	\$5,888	\$6,002	\$6,117	\$6,233	\$6,352	\$36,366
	South Gate	\$8,358	\$8,521	\$8,685	\$8,852	\$9,021	\$9,192	\$52,629
	Verdugo	\$14,281	\$14,559	\$14,840	\$15,125	\$15,414	\$15,706	\$89,924
	Vernon	\$7,391	\$7,535	\$7,681	\$7,828	\$7,978	\$8,129	\$46,543
	Whittier	\$10,275	\$10,475	\$10,677	\$10,882	\$11,090	\$11,300	\$64,698
	Monterey Park	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
Subtotal		\$111,033	\$113,195	\$115,384	\$117,599	\$119,842	\$122,114	\$699,168
SUA TOTAL		\$769,754	\$784,746	\$799,918	\$815,276	\$830,828	\$846,579	\$4,847,101

		SUA - 6 years						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
INSB	El Segundo	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Gardena	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Hawthorne	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Hermosa Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Manhattan Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Redondo Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Torrance	\$24,044	\$24,512	\$24,986	\$25,465	\$25,951	\$26,443	\$151,401
INSB Total		\$60,102	\$61,273	\$62,457	\$63,657	\$64,871	\$66,101	\$378,461
ComNet	Azusa	\$9,671	\$9,859	\$10,050	\$10,243	\$10,438	\$10,636	\$60,895
	Baldwin Park	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
	Covina	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
	Glendora	\$9,404	\$9,587	\$9,773	\$9,960	\$10,150	\$10,343	\$59,218
	Irwindale	\$3,188	\$3,250	\$3,313	\$3,376	\$3,441	\$3,506	\$20,074
	La Verne	\$10,938	\$11,151	\$11,367	\$11,585	\$11,806	\$12,030	\$68,877
	West Covina	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
ComNet Total		\$69,018	\$70,362	\$71,723	\$73,100	\$74,494	\$75,906	\$434,604

Six-Year P25 System Advanced Plus Services Proposal

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



Motorola Solutions Confidential Restricted

Pricing Summary 2-2

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**INTERAGENCY COMMUNICATIONS INTEROPERABILITY AUTHORITY
A CALIFORNIA JOINT POWERS AGENCY
SPECIAL MEETING OF THE GOVERNANCE BOARD
VIA VIRTUAL TELECONFERENCE ONLY
Pasadena Police Department
Community Relations Conference Room
207 North Garfield Avenue
Pasadena, California 91101**

DECEMBER 29, 2021 AT 1:00 PM – MINUTES

Due to the continuing situation with the COVID-19 novel coronavirus the ICI System Authority Governance Board meeting will be conducted Electronically only.

Due to social distancing requirements, there will be no physical presence at the meeting and the public will not be able to attend in person. The public is encouraged to monitor and participate from the safety of their homes and offices to practice social distancing.

Microsoft Teams meeting

Join on your computer or mobile app

Or call in (audio only)

United States, Los Angeles

Phone Conference ID: 421 089 82#

Meeting called to order at 1:08 pm by Chair Chief Michael Ellis.

1. BUSINESS AGENDA

a. Roll Call

Beverly Hills – Chief Greg Barton (P)

Burbank – Mr. Vincent Hartung (P)

Com Net – Chief Matt Egan (V)

INSB – Mr. Ernest Gallo (V)

Pomona – Chief Michael Ellis (V)

Glendale – Commander Sheryl Davis-Moore (V)

Culver City – Chief Ken Powell (V)

Montebello – Mr. Mark Kim (V)

Pasadena – Chief Anthony James (V)

Santa Monica – Mr. Adam Orland (V)

(V) Virtual

(P) Phone

b. Report of Staff, re: Posting of Agenda. The Agenda for the December 29, 2021 Special Governance Board Meeting was posted on December 23, 2021 on the I-C-I System Web Site and the Bulletin Board outside Glendale City Hall.

2. ORAL COMMUNICATIONS

No Cards

3. REPORTS - INFORMATION

Beverly Hills – No report
Burbank – No report
Com Net - No report
Culver City – No report
Glendale – No report
INSB – No report
Montebello – No report
Pasadena – No report
Pomona – No report
Santa Monica – No report

4. CONSENT ITEMS

- a. Approval of the Minutes for the December 2, 2021 Governance Board Meeting
Motion made by: Glendale
Second by: INSB

Beverly Hills – Aye
Burbank – Aye
Com Net - Abstain
Culver City – Aye
Glendale – Aye
INSB – Aye
Montebello – Aye
Pasadena – Aye
Santa Monica – Aye
Pomona – Aye

In Favor – 9, Noes – 0, Absent – 0, Abstain – 1

5. ACTION ITEMS

- a. Discussion Concerning the Motorola Solutions, Inc. (MSI), Proposed Advanced Plus Services and System Upgrade Proposals and Recommendation of Technical Committee to Accept and Proceed with Authorizing the Chair to Execute Said Agreements with MSI.

1. Motion Authorizing the Chair to Execute an Agreement with Motorola Solutions in acceptance of their 6 Year Advanced Plus Services and 6 Year System Upgrade Proposals as Presented by Staff and the Technical Committee. Payment to MSI to be a single annual invoice issued to ICI System inclusive of Governance Member SA and SUA costs. ICI System to invoice Governance Member entities for their pass-through SA and SUA costs as well as the SUA cost of the Master Site/DSR apportioned to the Members at 10% each. Subscriber Members will be billed separately by MSI on an annual basis.

Motion made by: Pomona
Second by: Santa Monica

Beverly Hills – Aye
Burbank – Aye
Com Net - Aye
Culver City – Aye
Glendale – Aye
INSB – Aye
Montebello – Aye

Pasadena – Aye
Santa Monica – Aye
Pomona – Aye

In Favor – 10, Noes – 0, Absent – 0, Abstain – 0

2. Motion Directing Staff to Establish Necessary Budgeting and Billing Processes to Facilitate Billing of and Collection from Governance Board Member Entities for Pass Through of Funds to MSI pursuant to the adopted SA and SUA Proposal Agreement to include the apportioned Master Site/DSR SA.

Motion made by: Pomona

Second by: Santa Monica

Beverly Hills – Aye
Burbank – Aye
Com Net - Aye
Culver City – Aye
Glendale – Aye
INSB – Aye
Montebello – Aye
Pasadena – Aye
Santa Monica – Aye
Pomona – Aye

In Favor – 10, Noes – 0, Absent – 0, Abstain – 0

6. **BOARD MEMBER COMMENTS**

Beverly Hills – None

Burbank – None

ComNet - When can we expect year one, and beyond, pricing to take effect? Ray response: they go into effect July 1. Follow up question: what happens if an agency cannot afford it. Ray response: The JPA does not have sufficient funds to cover the agencies, so going into this it has to be front loaded and if a city does default, this would require board action and they would decide if a subsidy is authorized or to unplug them for non-conformance.

Culver City – None

Glendale – None

INSB – None

Montebello – None

Pasadena – None

Pomona – Thank you Ray for all your work specifically on getting the pricing down to where it is. It is much appreciated. Asked Ray when the budgetary numbers will be available for the two motions that just passed and the two deferred components (Cyber Security and MPLS). Ray response: Proceed with your budgets the way they are now approved and we will work with the other items they occur.

Santa Monica – None

7. **STAFF COMMENTS**

Ray Edey - Gordon Arnold really front loaded this early the year when we started hearing that we were reaching the end of support on 7.18 and facing a 30% upcharge. I cannot thank him enough for all of his assistance going through this.

I will work diligently on fulfilling the requirements of the two motions that just passed. I have already started on the budgetary and finance processes that will be required of the second motion. One of the bigger challenges is that Motorola invoices July 1st, so the sooner that we can collect from the member entities, the better as we will incur late fees from Motorola if we go past the 60/90

days. So, I will be sending out the invoices at the beginning of July.

8. **ADJOURNMENT** at 1:47 pm by Chair Chief Michael Ellis.

Next Meeting: February 3, 2022 at 1:00pm
Glendale City Hall 613 East Broadway
Glendale, CA 91206

INTERAGENCY COMMUNICATIONS INTEROPERABILITY

SIX-YEAR P25 SYSTEM ADVANCED PLUS SERVICES PROPOSAL

DECEMBER 22, 2021

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Motorola Solutions, Inc.
10680 Treena St., Suite 200.
San Diego, CA 92131 USA

December 22, 2021

Raymond A. Edey, Executive Director
Interagency Communications Interoperability, JPA
613 East Broadway, Suite 200
Glendale, CA 91206

Subject: Interagency Communications Interoperability P25 System Advanced Plus Services Proposal

Dear Mr. Edey:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Interagency Communications Interoperability, JPA ("ICI") with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will address your needs and provide exceptional value.

Per ICI's request, Motorola is providing a six-year firm offer for Advanced Plus Services consisting of Advanced Services and System Upgrade Agreement (SUA).

This proposal is subject to the terms and conditions contained in the Amended and Restated Master Purchase and Service Agreement, dated October 31, 2011, between Motorola and the City of Glendale ("Agreement") together with the additional terms enclosed herein. Pricing is as set forth in the existing Los Angeles County Contract. ICI may accept this offer by signing this proposal, which shall act as a Transaction Document as described in the Agreement. This proposal shall remain valid until December 31, 2021.

We thank you for the opportunity to provide ICI with "best in class" service solutions. Our goal is to provide you with the best products and services available in the communications industry. Any questions can be directed to your Motorola Account Executive, Denis Redzepagic at 619-577-3619 or denis.redzepagic@motorolasolutions.com.

Sincerely,
Motorola Solutions, Inc.



Jerry Burch
Territory Vice President

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SECTION 1

EXECUTIVE SUMMARY

Motorola has carefully studied ICI's current approach towards services and software upgrades, and has developed a new strategy which should benefit the ICI system and users in the years to come. A detailed comparison between the current and new approach is shown in the table below.

	Current Approach	New Approach
System Upgrades	One-off Upgrade Approach 1. Complex upgrade efforts 2. Missing on new features 3. GGM replacement 4. Very costly	Subscription to an Upgrade Program 1. Upgrades are scheduled in advance and well planned/executed 2. New feature available to ICI to purchase 3. Predictable upgrade cost spread over 6 years 4. Volume discounts
Service Agreements	Individual Service Agreements 1. Inconsistent maintenance approach across single network 2. Complex, inconsistent timing and pricing of contracts 3. Higher cost 4. Non-participating agencies leave entire system at risk	Consistent Maintenance Approach 1. All ICI agencies have same Motorola service entitlements 2. Volume discounts 3. Predictable annual maintenance cost per agency over 6 years 4. Consistent pricing per site equipment

SECTION 2

PRICING SUMMARY

The following table provides a breakout of the P25 Advanced Services and System Upgrade Agreement (SUA) over six years.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
ICI Fiscal Year	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	
Start Date	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	
SUA	\$769,754	\$784,746	\$799,918	\$815,276	\$830,828	\$846,579	\$4,847,101
Advanced Services	\$2,296,187	\$2,381,522	\$2,470,136	\$2,562,091	\$2,657,664	\$2,756,925	\$15,124,525
	\$3,065,941	\$3,166,268	\$3,270,054	\$3,377,367	\$3,488,492	\$3,603,504	\$19,971,626

Notes:

Pricing is valid through December 31, 2021.

2.1 SUA PRICING BREAKDOWN PER AGENCY

		SUA - 6 years						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
ICI Governing Agencies	Master	\$146,371	\$149,222	\$152,107	\$155,027	\$157,985	\$160,980	\$921,691
	DSR	\$41,611	\$42,421	\$43,241	\$44,072	\$44,912	\$45,764	\$262,021
	Burbank	\$30,925	\$31,527	\$32,137	\$32,754	\$33,379	\$34,011	\$194,732
	Beverly Hills	\$25,016	\$25,503	\$25,996	\$26,495	\$27,000	\$27,512	\$157,522
	Culver City	\$9,416	\$9,600	\$9,785	\$9,973	\$10,164	\$10,356	\$59,295
	Glendale	\$104,951	\$106,995	\$109,063	\$111,157	\$113,278	\$115,425	\$660,870
	Montebello	\$60,878	\$62,064	\$63,264	\$64,478	\$65,708	\$66,954	\$383,347
	Pasadena	\$43,557	\$44,405	\$45,263	\$46,132	\$47,012	\$47,904	\$274,273
	Pomona	\$32,553	\$33,187	\$33,828	\$34,478	\$35,135	\$35,802	\$204,983
	Santa Monica	\$34,324	\$34,992	\$35,669	\$36,353	\$37,047	\$37,749	\$216,134
	Torrance/INSB	\$60,102	\$61,273	\$62,457	\$63,657	\$64,871	\$66,101	\$378,461
	ComNet	\$69,018	\$70,362	\$71,723	\$73,100	\$74,494	\$75,906	\$434,604
Subtotal		\$658,721	\$671,551	\$684,534	\$697,677	\$710,986	\$724,465	\$4,147,933
ICI Subscriber Agencies	Arcadia	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
	Bell	\$5,775	\$5,888	\$6,002	\$6,117	\$6,233	\$6,352	\$36,366
	Bell Gardens	\$7,111	\$7,249	\$7,389	\$7,531	\$7,675	\$7,820	\$44,775
	Downey Fire	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
	Downey PD	\$10,467	\$10,671	\$10,877	\$11,086	\$11,298	\$11,512	\$65,911
	El Monte	\$10,275	\$10,475	\$10,677	\$10,882	\$11,090	\$11,300	\$64,698
	Huntington Park	\$6,830	\$6,963	\$7,098	\$7,234	\$7,372	\$7,512	\$43,007
	San Gabriel	\$5,775	\$5,888	\$6,002	\$6,117	\$6,233	\$6,352	\$36,366
	South Gate	\$8,358	\$8,521	\$8,685	\$8,852	\$9,021	\$9,192	\$52,629
	Verdugo	\$14,281	\$14,559	\$14,840	\$15,125	\$15,414	\$15,706	\$89,924
	Vernon	\$7,391	\$7,535	\$7,681	\$7,828	\$7,978	\$8,129	\$46,543
	Whittier	\$10,275	\$10,475	\$10,677	\$10,882	\$11,090	\$11,300	\$64,698
	Monterey Park	\$8,165	\$8,324	\$8,485	\$8,648	\$8,813	\$8,980	\$51,416
Subtotal		\$111,033	\$113,195	\$115,384	\$117,599	\$119,842	\$122,114	\$699,168
SUA TOTAL		\$769,754	\$784,746	\$799,918	\$815,276	\$830,828	\$846,579	\$4,847,101

		SUA - 6 years						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
INSB	El Segundo	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Gardena	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Hawthorne	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Hermosa Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Manhattan Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Redondo Beach	\$6,010	\$6,127	\$6,245	\$6,365	\$6,487	\$6,610	\$37,843
	Torrance	\$24,044	\$24,512	\$24,986	\$25,465	\$25,951	\$26,443	\$151,401
INSB Total		\$60,102	\$61,273	\$62,457	\$63,657	\$64,871	\$66,101	\$378,461
ComNet	Azusa	\$9,671	\$9,859	\$10,050	\$10,243	\$10,438	\$10,636	\$60,895
	Baldwin Park	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
	Covina	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
	Glendora	\$9,404	\$9,587	\$9,773	\$9,960	\$10,150	\$10,343	\$59,218
	Irwindale	\$3,188	\$3,250	\$3,313	\$3,376	\$3,441	\$3,506	\$20,074
	La Verne	\$10,938	\$11,151	\$11,367	\$11,585	\$11,806	\$12,030	\$68,877
	West Covina	\$11,939	\$12,172	\$12,407	\$12,645	\$12,886	\$13,131	\$75,180
ComNet Total		\$69,018	\$70,362	\$71,723	\$73,100	\$74,494	\$75,906	\$434,604

2.2 ADVANCED SERVICES PRICING BREAKDOWN PER AGENCY

		ADVANCED SERVICES - 6 YEARS						
Agency		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
ICI Governing Agencies	ICIS JOINT POWERS AUTHORITY (JPA)	\$151,173.70	\$156,928.94	\$161,216.47	\$167,218.02	\$173,455.71	\$179,934.10	\$989,926.95
	ICI - DSR	\$81,311.45	\$84,407.01	\$86,713.13	\$89,941.17	\$93,296.23	\$96,780.74	\$532,449.74
	BURBANK WATER & POWER COMMUNICATIONS	\$97,096.96	\$100,793.48	\$103,547.31	\$107,402.03	\$111,408.42	\$115,569.41	\$635,817.61
	BEVERLY HILLS, CITY OF	\$114,040.84	\$118,382.42	\$121,616.80	\$126,144.19	\$130,849.71	\$135,736.81	\$746,770.77
	CULVER CITY, CITY OF	\$26,442.58	\$27,449.26	\$28,199.21	\$29,248.97	\$30,340.04	\$31,473.21	\$173,153.25
	GLENDALE, CITY OF	\$367,569.94	\$381,563.48	\$391,988.33	\$406,580.76	\$421,747.33	\$437,499.16	\$2,406,949.00
	MONTEBELLO, CITY OF	\$190,982.01	\$198,252.77	\$203,669.32	\$211,251.25	\$219,131.50	\$227,315.84	\$1,250,602.70
	PASADENA, CITY OF	\$211,846.50	\$215,722.79	\$232,169.81	\$240,812.73	\$249,795.70	\$259,125.31	\$1,409,472.84
	POMONA, CITY OF	\$139,824.53	\$145,147.71	\$149,113.35	\$154,664.35	\$160,433.75	\$166,425.79	\$915,609.48
	SANTA MONICA POLICE DEPT	\$146,974.43	\$159,835.04	\$164,201.96	\$170,314.66	\$176,667.86	\$183,266.22	\$1,001,260.18
	INSB, PRIME SITE	\$37,304.53	\$38,724.73	\$39,782.74	\$41,263.72	\$42,802.97	\$44,401.62	\$244,280.31
	TORRANCE CONSOLES	\$53,499.45	\$54,478.36	\$58,631.87	\$60,814.54	\$63,083.09	\$65,439.18	\$355,946.50
	INSB RF SITES	\$160,162.97	\$163,093.10	\$175,527.56	\$182,061.87	\$188,853.27	\$195,906.75	\$1,065,605.52
	GLENDORA, CITY OF (ComNet)	\$79,277.37	\$82,295.49	\$84,543.92	\$87,691.21	\$90,962.33	\$94,359.68	\$519,130.00
	GLENDORA, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	AZUSA, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	BALDWIN PARK POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	COVINA, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	LA VERNE POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	WEST COVINA POLICE DEPT, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
SUB-TOTAL		\$1,971,357.44	\$2,045,259.07	\$2,122,335.24	\$2,201,342.76	\$2,283,458.87	\$2,368,743.69	\$12,992,497.08
ICI Subscriber Agencies	BELL, CITY OF	\$14,880.92	\$15,447.45	\$15,869.49	\$16,460.26	\$17,074.27	\$17,711.98	\$97,444.38
	ARCADIA, CITY OF	\$20,688.06	\$21,475.66	\$22,062.40	\$22,883.71	\$23,737.34	\$24,623.90	\$135,471.08
	BELL GARDENS POLICE DEPT, CITY OF	\$17,062.79	\$17,712.37	\$18,196.30	\$18,873.69	\$19,577.73	\$20,308.94	\$111,731.82
	DOWNEY FIRE DEPT	\$22,719.56	\$23,135.27	\$24,899.14	\$25,826.05	\$26,789.44	\$27,789.99	\$151,159.46
	DOWNEY POLICE DEPT, CITY OF	\$24,263.60	\$25,187.33	\$25,875.48	\$26,838.74	\$27,839.90	\$28,879.69	\$158,884.75
	EL MONTE POLICE DEPT	\$24,468.02	\$24,915.73	\$26,815.34	\$27,813.59	\$28,851.11	\$29,928.67	\$162,792.46
	HUNTINGTON PARK	\$17,574.29	\$18,243.35	\$18,741.78	\$19,439.48	\$20,164.62	\$20,917.75	\$115,081.28
	MONTEREY PARK, CITY OF	\$24,263.60	\$25,187.33	\$25,875.48	\$26,838.74	\$27,839.90	\$28,879.69	\$158,884.75
	SOUTH GATE, CITY OF	\$21,728.06	\$22,555.26	\$23,171.50	\$24,034.10	\$24,930.64	\$25,861.77	\$142,281.33
	SAN GABRIEL, CITY OF	\$19,675.21	\$20,424.25	\$20,982.27	\$21,763.37	\$22,575.20	\$23,418.37	\$128,838.67
	GLENDALE, CITY OF (Verdugo Fire)	\$73,799.87	\$76,609.46	\$78,702.54	\$81,632.38	\$84,677.49	\$87,840.11	\$483,261.86
	VERNON, CITY OF	\$17,574.67	\$18,243.75	\$18,742.19	\$19,439.90	\$20,165.06	\$20,918.21	\$115,083.78
	WHITTIER POLICE DEPT	\$26,130.90	\$27,125.71	\$27,866.83	\$28,904.22	\$29,982.42	\$31,102.23	\$171,112.31
SUB-TOTAL		\$324,829.56	\$336,262.93	\$347,800.76	\$360,748.24	\$374,205.13	\$388,181.31	\$2,132,027.92
TOTAL		\$2,296,187.00	\$2,381,522.00	\$2,470,136.00	\$2,562,091.00	\$2,657,664.00	\$2,756,925.00	\$15,124,525.00

2.3 PAYMENT TERMS

For SUA and Advanced Services, Motorola will invoice ICI, JPA annually in advance of each year of the plan for their portion of the contract, as detailed in the sections 2.1 and 2.2.

Subscriber Agencies will be invoiced individually on annual basis in advance of each year of the plan for their portion of the contract, as detailed in the sections 2.1 and 2.2.



SECTION 3

SOLUTION DESCRIPTION

Motorola is pleased to propose to ICI its Advanced Plus Services package for 6 years consisting of Advanced Services and System Upgrade Agreement.

3.1 ADVANCED SERVICES FOR MASTER, RF, AND CONSOLE SITES

In order to ensure that Interagency Communications Interoperability (“ICI”) has access to technical support teams and resources for troubleshooting and maintenance, Motorola proposes Advanced Services to ICI. Appropriate for customers who need immediate access to Motorola’s technical personnel, Advanced Services provide remote assistance to address unforeseen network events, make necessary repairs to network components, and deliver patches to keep ICI’s system secure. The proposed offering consists of the following specific services.

- Network Event Monitoring
- Technical Support
- Network Hardware Repair with Advanced Replacement
- Remote Security Update Service (RSUS)
- On-site Infrastructure Response
- Annual Preventive Maintenance
- Security Monitoring

These services will be delivered to ICI through a centralized team within Motorola’s Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and through Motorola’s Repair Depot, which will ensure that equipment is repaired to the highest quality standards.

The above described services vary across network components as described below.

System Element	Services Offer	
	SUA II	Advanced Services
Master and DSR	Yes	Yes
Prime Sites and RF Sites	Yes	Yes
Consoles	Yes	Yes
NICE	No	No
Genesis	No	No
Microwave	No	No
Backhaul MPLS Routers	No	No

Full descriptions of Advanced Services may be found in Section 4 - Advanced Services Statement of Work for Master, RF, and Console Site Support”.

3.2 SYSTEM UPGRADE AGREEMENT (SUA)

The System Upgrade Agreement (SUA) provides for radio network technology refresh as needed to keep the system in a “standard support” window for the duration of the six-year contract period.

Keeping the system in a standard support window ensures the following:

- Best-in-class cyber-security technology through Anti-virus updates, vetted 3rd party, and MSI software patches
- Access to expansion components when needed to add RF and console sites and even new (unknown today) features
- Access to Motorola support services as needed

When needed, the SUA will cover update or replacement of relevant components in the following radio network subsystems:

- Master site (includes DSR)
- RF sites (includes 10 Prime sites, 38 Remote sites)
- Console sites (includes 32 Dispatch site locations)
 - Excludes consolettes, radios and antenna systems
- MCC 7500 Subsystem (includes 168 MCC7500 Operator Positions, 4 AIS)

Based on current lifecycle support of various components that compose the radio network we anticipate that system upgrades will occur approximately every two years with items listed below updated or refreshed when no longer supportable.

Component	Typical Refresh Cadence
Motorola System Release Software	2 Years
3rd Party Software Applications	3 Years
Operating Systems	3-5 Years
Databases	3-5 Years
Servers	3-4 Years
Switches	5-6 Years
Routers	3-5 Years
PCs	2-3 Years
Firewalls	3-5 Years
MSI - RF site equipment Field Replaceable Units (FRUs)	8-10 Years

Details and scope of coverage can be found in Section 5 – ASTRO 25 System Upgrade Agreement II (SUA II) Statement of Work.

SECTION 4

ADVANCED SERVICES STATEMENT OF WORK FOR MASTER, RF, AND CONSOLE SITE SUPPORT

4.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Advanced Services ("Advanced Services") provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Services consist of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Security Monitoring.

Each of these elements is summarized below and expanded upon in Section 4.4. In the event of a conflict between the descriptions below and an individual subsection of Section 4.4, the individual subsection prevails.

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

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' [Software Support Policy \("SwSP"\)](#).

Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.



Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Remote Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

Security Monitoring

Real-time, continuous ASTRO 25 radio network security elements monitoring by specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions technologists have direct access to Motorola Solutions engineers for rapid resolution.

4.2 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Advanced Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

4.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors.

The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

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

The CMSO coordinates with the field service organization that will serve the Customer locally.

4.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

4.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (“CSM”) will be the Customer’s key point of contact for defining and administering services. The CSM’s initial responsibility is to create the Customer Support Plan (“CSP”) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Services.

4.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

4.2.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser.



Figure 4-1: MyView Portal offers real-time, role-based access to critical network and services information.

The information available includes:

- **Network Event Monitoring:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Remote Technical Support:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Network Hardware Repair:** Track return material authorizations (“RMA”) shipped to Motorola Solutions’ repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- **Remote Security Update Service:** View patch history and status of recently completed security updates.
- **On-site Infrastructure Response:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Annual Preventive Maintenance:** View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- **Security Monitoring:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Orders and Contract Information:** View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

4.3 CONNECTIVITY SPECIFICATIONS

The Advanced Services package requires available internet connectivity provided by the Customer. A minimum connection of 2 Mbps is necessary to enable remote monitoring and update services.

4.4 ADVANCED SERVICES DETAILED DESCRIPTION

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

4.4.1 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer's ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

4.4.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center ("NOC"). Incidents will be generated automatically based on the criteria shown in Table 4-1.

Table 4-1: Alarm Threshold Rule Options for all Event Types

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: - Event occurs 5 times in 30 minutes. - Event causes 10 minutes of continuous downtime for a monitored component.	An incident will be triggered if an event fulfills one of the two following criteria: - Event occurs 7 times in 30 minutes. - Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure ("CHP"). Depending on the incident, Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an

incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Incident closure information.
- Site Arrival – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via MyView Portal, including incident management reports. Any specific remediation and action notes from Motorola Solutions' CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite ("SCP-Lite"), which can be accessed through MyView Portal, provides a read only view of the Customer's current service configuration, including site parameters, notification preferences, and dispatch information. If the Customer or Motorola Solutions make changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

4.4.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 4.5: Priority Level Definitions and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

4.4.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 4.4.1.9: Monitored Elements.

4.4.1.4 Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 4.4.1.7: Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 4.4.1.8: Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 4.5: Priority Level Definitions and Response Times.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 4.4.1.6: Customer Responsibilities.

- Create an incident, as necessary. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Provide the Customer with a link to access system configuration info, site info, system notifications, and system notes.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 4.4.1.6: Customer Responsibilities.
- If the Customer's technician designated in the CSP is Mobile OSS ("MOSS") enabled, the incident will be Automatically Dispatched to MOSS. Otherwise, the incident will be sent to the CMSO Service Desk.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

4.4.1.5 Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
 - Motorola Solutions will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
 - Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
 - Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.

4.4.1.6 Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM.



- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
 - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section 4.5: Priority Level Definitions and Response Times.

4.4.1.7 Connectivity Matrix

Request connectivity eight weeks in advance of service start date.

Table 4-2: Available Connectivity

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola Solutions
ASTRO® 25	Ethernet	Motorola Solutions

4.4.1.8 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

Table 4-3: Motorola Solutions Owned and Supplied Equipment

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

4.4.1.9 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CSP.

Table 4-4: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	QUANTAR
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	Firewall	RFDS
APX Cloud Application	GAS Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
CAM	Infrastructure (CHI CAM)	Site
Camera	Install Server	Statistical Server
CBSD	LAN Switch	Storage Networking
CCGW	Licensing Service	Switch
CEB	Link	Telephony
Channel	Load Balancer	TENSR
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper
Controller	MGEG	Training App
Conventional	Microwave	Training Database
Core	MME	TRAK
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	UEM
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	OP	VMS
DIU	OSP	VPM
DNS	Packet Data Gateway	WSGU
Domain Controller	Physical Host Environmental	ZDS
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller
eNodeB	Power Distribution Unit	

4.4.2 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

4.4.2.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

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

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 4.5: Priority Level Definitions and Response Times.

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

4.4.2.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 4.5: Priority Level Definitions and Response Times.

4.4.2.3 Inclusions

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

4.4.2.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 4.5: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

4.4.2.5 Limitations and Exclusions

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

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

4.4.2.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 4.5: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer

agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

4.4.3 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

4.4.3.1 Description of Service

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

Network Hardware Repair is also known as Infrastructure Repair.

4.4.3.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations (“CMSO”) organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained by contacting the Customer Support Manager (“CSM”).

4.4.3.3 Inclusions

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

4.4.3.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
 - Perform an operational check on infrastructure components to determine the nature of the problem.
 - Replace malfunctioning components.
 - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
 - Perform a box unit test on serviced infrastructure components.
 - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:

- When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (“NTF”) to third-party vendor for repair.
- When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
- Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
- When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 4.4.3.6. If the Customer’s software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (“CST”), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (“NFO”). In such cases, the Customer will be responsible for paying shipping and handling charges.

4.4.3.5 Limitations and Exclusions

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

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS’s, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.



4.4.3.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
 - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



4.4.3.7 Repair Process

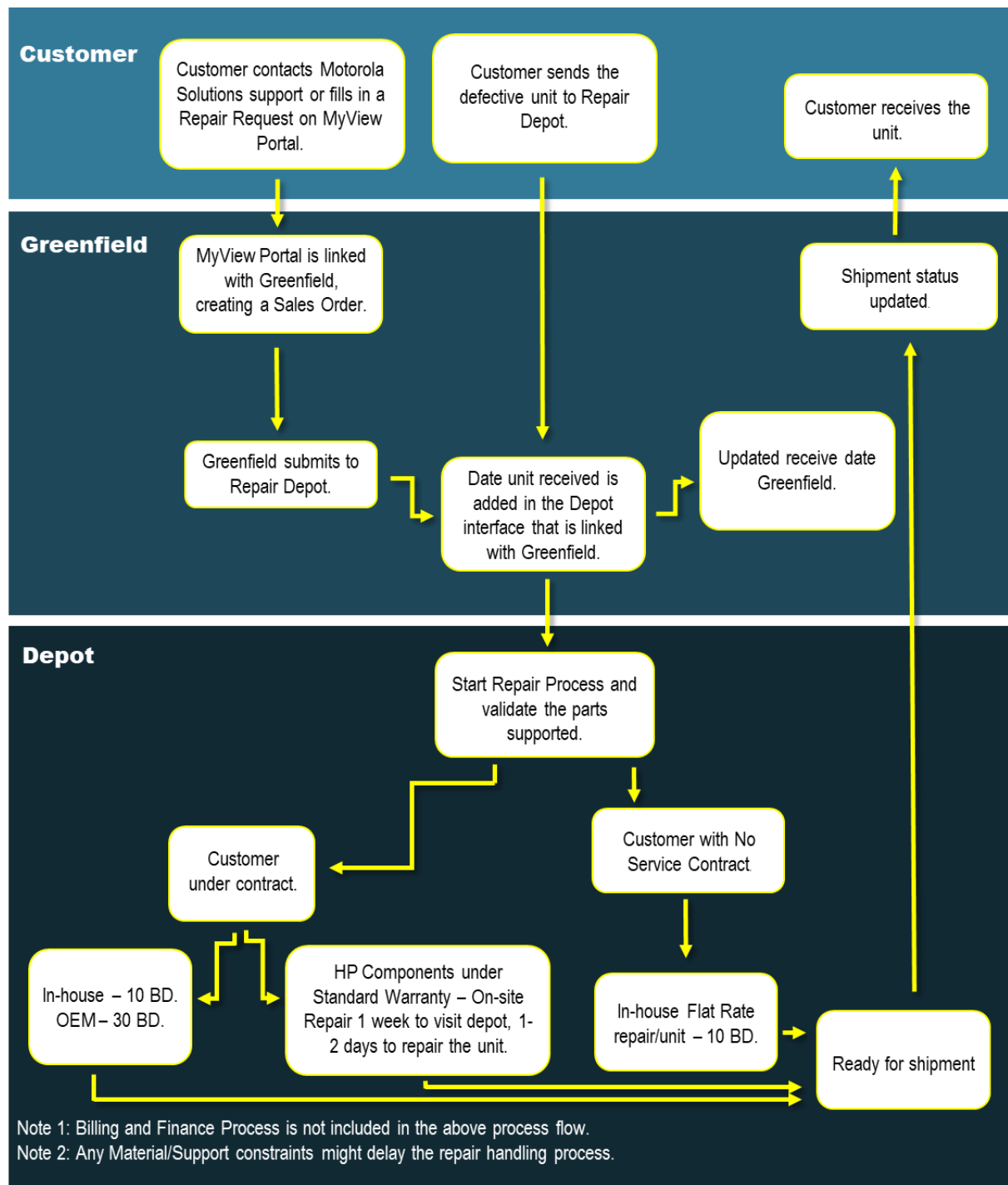


Figure 4-2: Repair Decision Process

4.4.3.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions. When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units (“FRU”) in exchange for the Customer’s malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot’s FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a “Loaner” FRU while their unit is being repaired. Refer to Figure 4-3 for details on the unit loan process.

4.4.3.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU’s to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer’s malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer’s software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer’s software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
 - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or next flight out (“NFO”) shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer’s malfunctioning component. The Customer’s malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
 - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer’s responsibility. Motorola Solutions will repair and return the Customer’s component, and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 4-3 for the loaner process, and Table 4-5 for shipping charge details.

- Provide repair return authorization (“RA”) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock

4.4.3.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 4.4.3.8.1. See Table 4-5 for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions’ FRU inventory, properly package the Customer’s malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions’ repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU’s not returned within five business days.
- At the Customer’s expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.



4.4.3.8.3 Replacement Process for Advanced Replacement

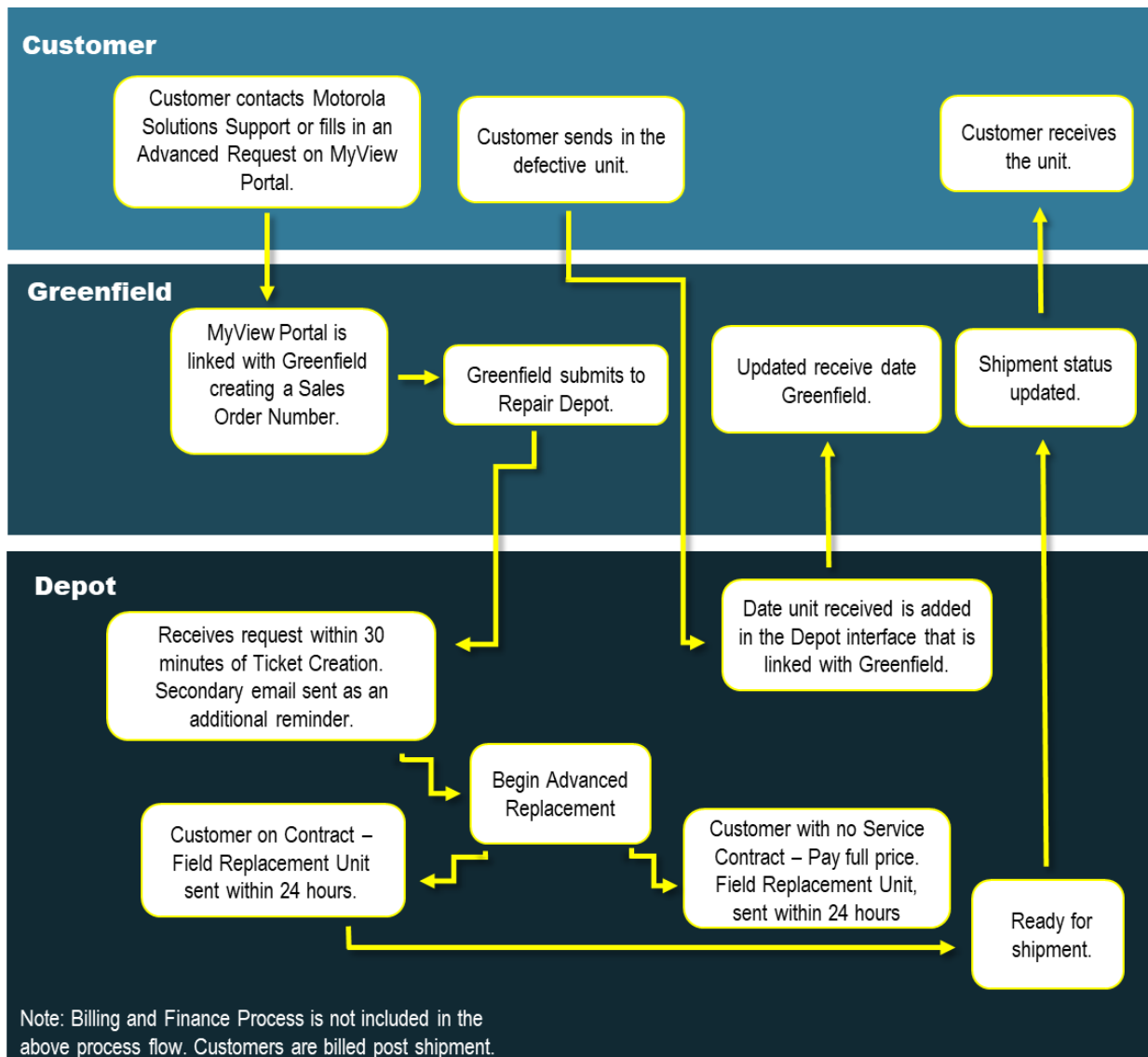


Figure 4-3: Advanced Replacement or Loaner Decision Process

Table 4-5: Shipping Charges and Default Mail Service:

Service	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

*Motorola Solutions shipping carrier – FedEx

4.4.4 Remote Security Update Service

Motorola Solutions' ASTRO 25 Remote Security Update Service ("RSUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola Solutions will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Security Update Service ("SUS") and Network Event Monitoring service are prerequisites for RSUS. These prerequisites are included as part of this service package.

4.4.4.1 Description of Service

Motorola Solutions remotely installs pretested security updates on the Customer's network. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola Solutions will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola Solutions provides the Customer with a report outlining the updates made to the Customer's system. This report will inform the Customer of security update network transfers and installation.

Remote Update Requirements

A reliable connection from Motorola Solutions to the Customer's network is required to enable remote security update installation. Motorola Solutions' Network Event Monitoring service includes the required hardware and maintenance, and is a prerequisite to RSUS. Customer systems with slow and/or unreliable remote site links may impact the speed of RSUS updating and our ability to deliver the service.

In some instances, Motorola Technical Notices (“MTN”) must be applied to enable Motorola Solutions to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event Motorola Solutions cannot deploy security updates unless one or more MTNs are installed, Motorola Solutions will communicate this to the Customer. The Customer and their Customer Support Manager (“CSM”) will determine how to apply necessary MTNs. Once necessary MTNs are applied to the Customer’s system, Motorola Solutions will continue to remotely deploy security updates.

Connections to other networks, herein referred to as Customer Enterprise Network (“CEN”), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network with only the following exceptions: Key Management Facility (“KMF”) and MCC 7500e consoles.

The Customer may request, via the CSM, that Motorola Solutions remotely updates MCC 7500e consoles and KMF in the Customer’s CEN as part of RSUS, or designate Customer IT resources to install the security updates. The Customer must make the appropriate configuration changes to their firewall allowing access.

Reboot Support

If Reboot Support is included with RSUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

4.4.4.2 Scope

RSUS includes pretested security updates for the software listed in Table 4-6. This table also describes the release cadence for security updates.

Table 4-6: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

Motorola Solutions installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time on Monday through Friday, excluding Public Holidays. The Customer may submit a formal request that Motorola Solutions personnel work outside of these hours. The Customer may need to pay additional costs for work to be completed outside of normal business hours.

Motorola Solutions will provide an Impact Timeline (“ITL”) to show installation tasks scheduled during normal business hours, including preparation work and the transfer of security updates to local storage or memory. Server and workstation reboots or zone controller rollover will be initiated at the times shared in the ITL.

Intrusive security updates require Customer coordination. Intrusive security updates may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. While rolling the zone controllers, the system will operate in “Site trunking” mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

4.4.4.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 4-7. This table indicates if Motorola Solutions will provide any RSUS optional services to the Customer. RSUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established [Software Support Policy \(SwSP\)](#).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions’ assigned Customer Support Manager (“CSM”) for the latest supported releases.

Table 4-7: SUS Packages

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	M Core	X
Remote Security Update Service with Reboot Support	M Core	(Not included)

Responsibilities for rebooting applicable hardware are detailed in Section 4.4.4.7: Reboot Responsibilities.

4.4.4.4 Motorola Solutions Responsibilities

- Remotely deploy updates listed in Section 4.4.4.2: Scope on the Customer’s system. Updates will be installed on the cadence described in that section.
 - As outlined in Section 4.4.4.2: Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
 - Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event no security updates are released by the OEMs during the usual time period, Motorola Solutions will send a notice that no new security updates were deployed.

4.4.4.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system ("IDS") signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.

4.4.4.6 Customer Responsibilities

- This service requires connectivity from Motorola Solutions' CMSO to the Customer's ASTRO 25 system. Procure Motorola Solutions' Network Event Monitoring service, and maintain it for the duration of RSUS contract.
- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Coordinate any maintenance or other updates that are not part of RSUS with Motorola Solutions to minimize downtime and redundant efforts.

4.4.4.7 Reboot Responsibilities

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS package being purchased. Table 4-8 contains the breakdown of responsibilities. Section 4.4.4.3: Inclusions indicates which services are included.



Table 4-8: Reboot Responsibilities Matrix

Remote SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Remote Security Update Service	Provide a report to the Customer's main contact listing the servers or workstations which must be rebooted to ensure installed security updates become effective.	- When a security update requires a reboot, reboot servers and workstations after security updates are installed. - When remote deployment is in progress, it may be necessary for multiple reboots to be coordinated with Motorola Solutions.
Remote Security Update Service with Reboot Support	When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	

4.4.4.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (end-of-life) from deployed software, Motorola Solutions will work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

4.4.5 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

4.4.5.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 4.5: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

4.4.5.2 Scope

On-site Infrastructure Response is available 24 hours a day, 7 days a week in accordance with Section 4.5: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

4.4.5.3 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

4.4.5.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
 - Run diagnostics on the infrastructure component.
 - Replace defective infrastructure component, as supplied by the Customer.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
 - If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.



4.4.5.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

4.4.6 Annual Preventive Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

4.4.6.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer’s infrastructure equipment to monitor its conformance to specifications.

4.4.6.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

Motorola Solutions will provide level 1 Preventive Maintenance.

4.4.6.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service defined in Section 4.4.6.7: Preventive Maintenance Tasks.

4.4.6.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan ("CSP"), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
 - Perform the tasks defined in Section 4.4.6.7: Preventive Maintenance Tasks.
 - Perform the procedures defined in Section 4.4.6.8: Site Performance Evaluation Procedures for each site type on the system.
 - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
 - As applicable, use the Method of Procedure ("MOP") defined for each task.

4.4.6.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

4.4.6.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").

- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

4.4.6.7 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section.

MASTER SITE CHECKLIST	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management ("NM") Client Applications	Review Unified Event Manager ("UEM") events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol ("NTP")	Verify operation and syncing all devices.
Data Collection Devices ("DCD") check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

MASTER SITE CHECKLIST	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

PRIME SITE CHECKLIST	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.

PRIME SITE CHECKLIST	
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.

DISPATCH SITE CHECKLIST	
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Tests	
Recording - AIS Test	Verify audio logging of trunked calls.

DISPATCH SITE CHECKLIST	
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 4.4.6.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

FACILITIES CHECKLIST	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.

FACILITIES CHECKLIST	
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
HVAC	
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.

FACILITIES CHECKLIST	
Cooling / Heating	Check each HVAC unit for cooling/heating.

PRIME SITE CHECKLIST	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Verify System software Installed	Verify software versions installed on system. Document any changes.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

PRIME SITE CHECKLIST	
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Verify Software	Verify that the latest MOTOPATCH, released for Windows by Motorola Solutions, has been installed.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.

DISPATCH SITE CHECKLIST	
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
IRR Setup Parameters	Check IRR set-up parameters, audio card set-up, and level adjustments.
Paging Controls	Confirm all paging controls are functional, including third-party encoders if covered by maintenance contract.
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Event Logs	Pull event logs and review for major errors.
Hard Drive Backup	Create backup of drive for offsite storage.
Memory Usage	Check memory usage.
Application Logs and Alerts	Review built in application logs and alerts.
Hard Drive Usage	Check available space, ensure there is a minimum of 10%.
Verify Software	Verify that the latest MOTOPATCH, released for Windows by Motorola Solutions, has been installed.
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.

DISPATCH SITE CHECKLIST	
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Paging Tones	Confirm tone sequences and paging operation.
Logging Equipment Tests	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Verify Software	Verify that the latest MOTOPATCH, released for Windows by Motorola Solutions, has been installed.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.

RF SITE CHECKLIST	
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 4.4.6.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

4.4.6.8 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

4.4.7 Security Monitoring

Motorola Solutions' ASTRO 25 Security Monitoring provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions' technologists have rapid direct access to Motorola Solutions engineers for rapid resolution.

4.4.7.1 Description of Service

Security Monitoring provides continuous monitoring of authentication logs and monitors for potential introduction of malware software into the ASTRO 25 network.

4.4.7.2 Scope

Security Monitoring is available 24 hours a day, 7 days a week. The service is delivered by the Motorola Solutions Secure Operations Center ("SOC"). The SOC is part of Motorola Solutions' Centralized Managed Support Operations ("CMSO"), and is staffed by highly trained and experienced security professionals. When a security event is detected, the security specialists will run remote diagnostics and initiate an appropriate response. This response may consist of continuing to monitor the event for further development, attempting to remotely restore the system, or logging an incident for dispatch of a field service technician.

Motorola Solutions will respond to events in accordance with Section 4.4.7.8: Security Monitoring Priority Level Definitions and Response Times.

4.4.7.3 Inclusion

- **Anti-malware Monitoring** – ASTRO 25 comes installed with Anti-malware software. Motorola Solutions will remotely monitor ASTRO 25 anti-malware software for activity such as deletion, quarantine, and alerting of suspicious software.
- **Authentication Monitoring** – ASTRO 25 may be accessed by users by way of Windows and RSA logins. Motorola Solutions will remotely monitor such logins for repeated failures and locked accounts.
- **Firewall Monitoring** – ASTRO 25 systems may be deployed with certain firewalls, as described in Section 4.4.7.7: Potential ASTRO 25 Firewalls, which may or may not support remote monitoring. Motorola Solutions will remotely monitor those firewalls that support such monitoring.
- **Intrusion Detection System ("IDS") Monitoring.** – An IDS is an option for ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN. Motorola Solutions will remotely monitor an IDS for the Customer where applicable.
- **Centralized Event Logging** – ASTRO 25 has provided the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events. Motorola Solutions will remotely monitor syslog data elements forwarded by the centralized event logging server specific to the monitored ASTRO 25 system. Not all elements within the network will be supported for forwarding in every ASTRO 25 system release. The Customer and CSM will document the specific supported elements in the Customer Support Plan ("CSP").

4.4.7.4 Motorola Solutions Responsibilities

- Provide, maintain, and when necessary replace, hardware and software required to monitor ASTRO 25 security elements. Hardware may include a firewall, router, or physical server. Software may include virtual servers either on the ASTRO 25 core or a separate physical server, as well as related OS, SIEM collectors, and software that support update distribution and remote diagnostics.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola Solutions service authentication credentials.
- Maintain trained and accredited technicians. Monitor the Customer's system 24/7/365 for malicious or unusual activity.
- Post security reports to MyView Portal.

4.4.7.5 Customer Responsibilities

- Security Monitoring requires a connection from the Customer's ASTRO 25 system to Motorola Solutions' SOC. Motorola Solutions offers either a T1 or a Virtual Private Network ("VPN") link through a Customer-supplied internet connection. Connectivity needs to be established before service commences.
- Permit Motorola Solutions continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.
- Provide continuous utility service to any Motorola Solutions equipment installed or utilized at the Customer's premises to support service delivery.
- Provide Motorola Solutions with contact information necessary to complete the CSP. Notify the Customer's Customer Support Manager ("CSM") within two weeks of any contact changes.
- Validate that Motorola Solutions is monitoring the components defined in the CSP and notify Motorola Solutions if any new components need to be incorporated in Security Monitoring.
- As necessary, upgrade the ASTRO 25 system to supported releases.
- Allow Motorola Solutions dispatched field service technicians physical access to the equipment when required.
- Comply with the terms of the applicable license agreements between Customer and the non-Motorola Solutions software copyright owners.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide the services described in this SOW.
- Ensure that all monitored devices within the network have a properly configured Syslog agent, which is forwarding events to the centralized event log server.
- Obtain any third party consents required to enable Motorola Solutions to provide the monitoring service.

4.4.7.6 Disclaimer

Disclaimer: “**AS IS**”. MOTOROLA SOLUTIONS’ ASTRO 25 SECURITY MONITORING SERVICES ARE PROVIDED “AS IS”. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Motorola Solutions does not guarantee that the Customer’s system will be error-free or immune to security breaches as a result of these services.

4.4.7.7 Potential ASTRO 25 Firewalls

Table 4-9: Potential ASTRO Firewalls

Firewall	Description
Customer Network Interface (“CNI”)	This firewall separates the ASTRO 25 Radio Network from the Customer’s IT network, which is often referred to as the CEN or Customer Enterprise network. There are single and redundant (high-availability) options for the CNI. The redundant option includes two firewalls. Both firewalls must be monitored in the redundant case.
Dynamic System Resilience (“DSR”)	This is an ASTRO 25 option where a geographically separated backup master site is implemented as a “hot-standby” in case the primary becomes inoperable due to a failure. This option potentially doubles the number of firewalls in the system.
Zone Core Protection (“ZCP”)	This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This prevents a compromised site from being used to attack the core or other sites. For redundancy, there are always 2 firewalls in this option.
Telephone Interconnect (“TI”)	This ASTRO 25 option allows calls to be made to and from ASTRO 25 subscribers. One firewall is required to protect the RNI. The TI firewall may also be used to protect ISSI connections.
Inter RF Subsystem Interface (“ISSI”)	This option allows connectivity to a separate system. This connection can be to another P25 system, or to non-P25 systems through an additional interface, such as WAVE. In both cases, one firewall is necessary to protect the RNI. The ISSI firewall may also be used to protect TI connections.
MCC 7100 Dispatch Console	The MCC 7100 Dispatch Console may be configured so that it can connect via Virtual Private Network (“VPN”) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site, and there may be multiple firewalls for this purpose.
Custom	The Customer may opt to install their own firewalls and request that Motorola Solutions monitor them. The most common location is at console sites. The Customer will have to work with Motorola Solutions to determine if and how custom firewalls can be monitored. Monitoring these firewalls may require an additional fee.

4.4.7.8 Security Monitoring Priority Level Definitions and Response Times

Table 4-10: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Response Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: - Malware that is not quarantined by anti-virus - Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Holidays.
High P2	Security incidents that have localized impact, but have the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: - Malware that is quarantined by antivirus. - Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: - Suspected unauthorized attempts to log into user accounts. - Suspected unauthorized changes to system configurations, such as firewalls or user accounts. - Observed failures of security components.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.
Low P4	Routine, informational events that are expected to be benign, but are captured and tracked to provide context in case of future incidents. Examples include: - User account creation or deletion. - Privilege change for existing accounts.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.

4.5 PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table 4-11 describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 4-11: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Critical P1	Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. Consoles: More than 40% of a site's console positions down. Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available. Security Features: Security is non-functional or degraded. Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	Core: Core server or link failures. Redundant server or link available. Consoles: Between 20% and 40% of a site's console positions down. Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater. Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Medium P3	Consoles: Up to 20% of a site's console positions down. Conventional Channels: Single channel down. Redundant gateway available. Network Elements: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.	Not applicable.

SECTION 5

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II) STATEMENT OF WORK

5.1 DESCRIPTION OF SERVICE AND OBLIGATIONS

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 1.6.1 Servers
 - 1.6.2 Workstations
 - 1.6.3 Firewalls
 - 1.6.4 Routers
 - 1.6.5 LAN switches
 - 1.6.6 MCC 7XXX Dispatch Consoles
 - 1.6.7 GTR8000 Base Stations
 - 1.6.8 GCP8000 Site Controllers
 - 1.6.9 GCM8000 Comparators
 - 1.6.10 Motorola Solutions Logging Interface Equipment



- 1.6.11 PBX switches for Telephone Interconnect
- 1.6.12 NICE and Verint Logging Solutions (if purchased)
- 1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:
 - 1.8.1 Servers
 - 1.8.2 Workstations
 - 1.8.3 CommandCentral AXS Hub
 - 1.8.4 Routers
 - 1.8.5 LAN Switches
- 1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
 - 1.9.1 GTR 8000 Base Stations
 - 1.9.2 GCP 8000 Site Controllers
 - 1.9.3 GCM 8000 Comparators
 - 1.9.4 MCC 7XXX Dispatch Consoles
- 1.10 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.
- 1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
 - 1.13.1 Review infrastructure system audit data as needed.
 - 1.13.2 Identify additional system equipment needed to implement a system release, if applicable.



- 1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.13.5 Program management support required to perform the certified system upgrade.
 - 1.13.6 Field installation labor required to perform the certified system upgrade.
 - 1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.16 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

5.2 UPGRADE ELEMENTS AND CORRESPONDING PARTY RESPONSIBILITIES

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
- 2.1.1 Motorola responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
 - 2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.
 - 2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.6 Inform Customer of high speed internet connection requirements.
 - 2.1.1.7 Assign program management support required to perform the certified system upgrade.
 - 2.1.1.8 Assign field installation labor required to perform the certified system upgrade.
 - 2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
 - 2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to



the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- 2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.4 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
 - 2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.



2.3 System Upgrade

2.3.1 Motorola responsibilities

- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

- 2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.
- 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
- 2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

- 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
- 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 2.4.2.3 Provide Motorola with upgrade completion sign off.

5.3 EXCLUSIONS AND LIMITATIONS

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices



- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 3.5 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.
- 3.6 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.
- 3.7 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 3.8 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

5.4 SPECIAL PROVISIONS

- 4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.



- 4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



APPENDIX A – ASTRO 25 SYSTEM RELEASE UPGRADE PATHS

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.



APPENDIX B – HIGH-SPEED CONNECTIVITY SPECIFICATIONS

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms



APPENDIX C – SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	Qty
# of M3 Master Sites	1
# DSR Sites	1
System Level Features	
Network Management Clients	9
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	1
Security Configuration	
Firewalls	2
RF Site Configuration	
Simulcast Prime Sites (co-located/redundant) and Conventional XLC Site	10
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	38
GTR 8000 Base Stations	479
Dispatch Site Configuration	
# of Dispatch Sites	32
MCC7500 Dispatch Consoles	168
AIS	4
CCGWs	92

SECTION 6

CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions contained in the Amended and Restated Master Purchase and Service Agreement, dated October 31, 2011, between Motorola and the City of Glendale ("Agreement") and the attached Lifecycle Management Addendum.



LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

"Lifecycle Management Services" means the upgrade services as defined in the applicable Statement(s) of Work.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

2. SCOPE

Motorola will provide Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for SUA, NUA or MUA services and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2.2 The Software License Agreement included as Exhibit A to the Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.3 The term of this Addendum is 6 years, commencing on July 1, 2022. The Lifecycle Management Price for the 6 years of services is \$4,847,101, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management services are subscription services as more fully described in the applicable Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.4 The System upgrade will be scheduled during the subscription period and will be



performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Amendment is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.5 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.6 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Statement of Work.

3.2.7 In addition to the description of the services and exclusions provided in the Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Statement of Work, services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the services.

3.2.8 The annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.9 If Customer terminates this service and contractual commitment before the end of the 6 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a



termination fee equal to the discount applied to the last three years of service payments related to the 6 year commitment.

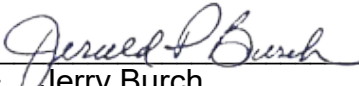
3.2.10 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: 
Name: Jerry Burch
Title: MSSSI VP
Date: 12/29/2021

By: 
Name: MICHAEL ELLIS
Title: CHAIR
Date: 12-29-2021





**CITY OF MONTEBELLO
CITY COUNCIL AND SUCCESSOR AGENCY AGENDA STAFF REPORT**

TO: City Council and Board Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **ADOPT SUCCESSOR AGENCY RESOLUTION NO'S. 23-01 AND 23-02
APPROVING OF FISCAL YEAR 2023-24 RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (23-24 ROPS)**

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the Successor Agency:

1. Adopt Successor Agency Resolution No. 23-01 adopting the Fiscal Year 2023-24 Recognized Obligation Payment Schedule (23-24 ROPS); and
2. Adopt Successor Agency Resolution No. 23-02 adopting the Successor Agency's administrative budget for the 2023-24 Fiscal year; and
3. Direct staff to submit all required resolutions and related documents to the State of California's Department of Finance per Assembly Bill 26, Senate Bill 107 and all related redevelopment dissolution statutes and guidelines; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Successor Agency is requesting a total of \$6,427,499 in Redevelopment Property Tax Transfer Fund (RPTTF) revenue (e.g., property tax) to fund a variety of enforceable obligations. (The July – December 2023 period is \$3,223,687 and the January – June, 2024 period is \$3,193,812.) The total amount requested includes the administrative allowance of \$250,000.

This revenue is generated from property tax in former redevelopment project areas, and per the various dissolution laws now governing former redevelopment agencies, it is distributed to successor agencies through the ROPS process. The Los Angeles County Auditor/Controller disburses this revenue twice per year: January and June. Staff record the revenue in separate Successor Agency funds (i.e., Fund 800) and pay for the enforceable obligation expenses accordingly.

CITY COUNCIL AND SUCCESSOR AGENCY AGENDA REPORT - MEETING OF JANUARY 11, 2023

Page 2 of 3

There is no impact to the City's budget or reserve balance, as the State Department of Finance approved enforceable obligations are fully funded with the RPTTF requested through the ROPS. In this case, a total of \$6,427,499 for Fiscal Year 2023-24. Refer to Attachment B for the ROPS, which provides details on how the requested RPTTF will be spent.

BACKGROUND/DISCUSSION:

The Community Redevelopment Agency of the City of Montebello (Agency) was dissolved effective February 1, 2012, by Assembly Bill 1x 26 (AB 26) and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*. As authorized by AB 26, the City Council of the City of Montebello adopted a Resolution electing to serve as the "successor agency" to the dissolved Agency and thereby assumed responsibility for winding down the Agency's affairs.

Under AB 26, the Successor Agency's responsibilities included preparing a Recognized Obligation Payment Schedule (ROPS) that listed payments due on all "enforceable obligations" during that period. Before it became effective, each ROPS was required to be approved by the Montebello Oversight Board and the State Department of Finance (DOF). The Oversight Board has previously approved several iterations of the Successor Agency's ROPS since dissolution in 2012, and each has been subsequently approved by the DOF.

AB 26 also required the Successor Agency to create an "administrative budget." The administrative budget was required to include: (1) estimated amounts for successor agency administrative costs for the upcoming twelve month period; (2) proposed payment sources for such costs; and (3) arrangements for administrative and operations services to be provided by the City. The administrative budget was required to be approved by the Oversight Board and DOF.

The Successor Agency's administrative budget is funded by the "administrative cost allowance," which – under the Dissolution Law – is three percent (3%) of the funds allocated to the Successor Agency to pay approved enforceable obligations during the applicable payment period, or \$250,000, whichever was greater.

In September 2015, Senate Bill 107 (SB 107) became law and made significant revisions to redevelopment dissolution law. As relevant here, these changes included submission of an annual ROPS to replace the previously required bi-annual process.

The new process requires the Successor Agency to submit an Oversight Board-approved ROPS covering the 2023-24 Fiscal Year to DOF before February 1, 2023. This ROPS must include estimates of payments due on all enforceable obligations during the entire 2023-24 Fiscal Year. The County Oversight Board meeting will be held on January 9, 2023, and staff will present the ROPS for approval. (It should be noted that, given the timing of the Oversight Board meeting and the posting of the Successor Agency agenda, it must be assumed the County Oversight Board approved the ROPS.)

CITY COUNCIL AND SUCCESSOR AGENCY AGENDA REPORT - MEETING OF JANUARY 11, 2023

Page 3 of 3

DOF is required to issue a determination on the ROPS before April 15, 2023, and SB 107 preserves the Successor Agency's ability to dispute DOF determinations through a meet-and-confer process.

Pursuant to Health and Safety Code Section 34179(q), commencing on July 1, 2018, the County of Los Angeles, where more than 70 individual oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts. The First Supervisorial Districted Consolidated Oversight Board has jurisdiction over the Successor Agency of the former Community Redevelopment Agency to the City of Montebello.

The Successor Agency's ROPS covering the payment period of July 1, 2023, to June 30, 2024 (ROPS 23-24), is attached for consideration (Attachments A and B). The Successor Agency is requesting a total of \$6,427,499 in RPTTF to fund a variety of enforceable obligations. (The July – December 2023 period is \$3,223,687 and the January – June, 2024 period is \$3,193,812). The total amount requested includes the administrative allowance of \$250,000, as well as the use of \$344,093 in bond reserves from the 2002 Housing Tax Allocation Parity Bonds fiscal agent account.

All enforceable obligations on the attached ROPS (Attachment B) are debt service, repayment of the low-mod housing deferral, or approved administrative costs, and have all been previously reviewed and approved by the Oversight Board and State Department of Finance (DOF).

Also attached for consideration is the Successor Agency's Administrative Budget for the 2023-24 Fiscal Year (Attachment D). Staff has prepared the budget in accordance with SB 107's revised requirements, and it allocates available funding to various administrative / overhead expenses of the Successor Agency.

SUMMARY:

The Successor Agency will consider approval of the Recognized Obligation Payment Schedule and Administrative Budget covering the 2023-24 Fiscal Year, in accordance with the deadlines and procedures enacted by Senate Bill 107, requesting a total of \$6,427,499 in RPTTF for payment of the various enforceable obligations.

ATTACHMENT(S)

1. Attachment A - Successor Agency Resolution No. 23-01, ROPS FY 23-24
2. Attachment B - Montebello ROPS 23-24
3. Attachment C - Successor Agency Resolution No. 23-02, Admin Budget FY 23-24
4. Attachment D - Montebello ADMIN BUDGET ROPS 23-24

NEXT STEPS:

N/A

RESOLUTION NO. 23-01

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR FISCAL YEAR 2023-24 (ROPS 23-24)

RECITALS

WHEREAS, pursuant to ABx1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 (“Dissolution Act”), the Community Development Agency of the City of Montebello was dissolved as of February 1, 2012, and the City of Montebello elected to serve as the Successor Agency to the Former Community Development Agency to the City of Montebello.

WHEREAS, the former Community Redevelopment Agency of the City of Montebello (“Agency”) was a community redevelopment agency organized and existing under the California Redevelopment Law;

WHEREAS, pursuant to Health and Safety Code Section 34179(q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts;

WHEREAS, the First Supervisorial District Consolidated Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency of the Former Community Development Agency to the City of Montebello;

WHEREAS, the First Supervisorial District Consolidated Oversight Board held a regular/special meeting on January 9, 2023,

WHEREAS, Senate Bill 107 (“SB 107”) was enacted in September 2015, and replaced the biannual ROPS process with a requirement that an annual ROPS be prepared for all fiscal years commencing after January 1, 2016;

WHEREAS, after preparation by the Successor Agency, each ROPS must be submitted to and approved by the Oversight Board, and, before February 1 of the applicable fiscal year, an Oversight Board-approved ROPS must be transmitted to the Los Angeles County Auditor- Controller and the California Department of Finance for review; and

WHEREAS, the Oversight Board has duly considered the Successor Agency’s ROPS covering the July 1, 2023, to June 30, 2024, payment period (ROPS 23-24), as such is attached to this Resolution, and is satisfied that such ROPS complies with the statutory mandates of the Dissolution Act.

RESOLUTION NO. 23-01

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NOW THEREFORE, THE SUCCESSOR AGENCY OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part hereof.

SECTION 2. The Oversight Board hereby approves the Successor Agency's Recognized Obligation Payment Schedule for the period of July 1, 2023, to June 30, 2024, as such ROPS 23- 24 is attached hereto this Resolution.

SECTION 3. The Oversight Board directs Successor Agency staff to take such further action(s) as required to obtain approval of ROPS 223-24 by the California Department of Finance, and to ensure all obligations listed on ROPS 23-24 are timely paid and performed.

SECTION 4. The Secretary shall certify to the passage and adoption of this resolution, which shall become effective immediately upon adoption.

APPROVED AND ADOPTED THIS 11TH DAY OF JANUARY, 2023.

David N. Torres, Chair

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, Secretary

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, Secretary of the Successor Agency of the Former Community Redevelopment Agency of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-01 was passed and

RESOLUTION NO. 23-01

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adopted by the Successor Agency of the City of Montebello, signed by the Chair and attested by the Secretary at a regular meeting of said Successor Agency held on the 11th day of January, 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, Secretary of the Successor Agency of the Former Community Redevelopment Agency of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, Secretary

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Montebello

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 344,093	\$ -	\$ 344,093
B Bond Proceeds	-	-	-
C Reserve Balance	344,093	-	344,093
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 2,889,594	\$ 3,193,812	\$ 6,083,406
F RPTTF	2,889,594	3,193,812	6,083,406
G Administrative RPTTF	-	-	-
H Current Period Enforceable Obligations (A+E)	\$ 3,233,687	\$ 3,193,812	\$ 6,427,499

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Montebello
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$16,464,613		\$6,427,499	\$-	\$344,093	\$-	\$2,889,594	\$-	\$3,233,687	\$-	\$-	\$-	\$3,193,812	\$-	\$3,193,812
6	Tax Allocation Parity Bonds 2007 Series B (Hillside)	Bonds Issued On or Before 12/31/10	03/01/2007	03/01/2019	Bank of New York	Land and Infrastructure Improvements	Montebello Hills	381,074	N	\$381,074	-	-	-	10,537	-	\$10,537	-	-	-	370,537	-	\$370,537
10	Tax Allocation Parity Refunding Bonds So Ind 2007 Series A	Bonds Issued On or Before 12/31/10	09/01/2007	09/01/2022	Bank of New York	Infrastructure Improvements	South Industrial	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
12	2002 Housing Tax Allocation Parity Bonds MERP Housing)	Bonds Issued On or Before 12/31/10	09/01/2002	09/01/2024	Bank of New York	Low/Mod Senior Housing	MERP	490,000	N	\$490,000	-	344,093	-	145,907	-	\$490,000	-	-	-	-	-	\$-
21	Administrative Transaction fee	Admin Costs	07/05/2012	06/30/2014	Various	Admin Overhead and other G&A Chgs	Agency	250,000	N	\$250,000	-	-	-	125,000	-	\$125,000	-	-	-	125,000	-	\$125,000
22	Arbitrage Calculation Costs on Bonds	Fees	03/01/1997	03/01/2027	Arbitrage Compliance Specialists	Preparation of Federal & State Arbitrage Compliance Computations	Agency	8,000	N	\$8,000	-	-	-	4,000	-	\$4,000	-	-	-	4,000	-	\$4,000
26	Fiscal agent fees	Fees	07/01/1997	03/01/2027	BNY Western Trust	BNY Western Trust	Agency	20,000	N	\$20,000	-	-	-	15,000	-	\$15,000	-	-	-	5,000	-	\$5,000
36	Low Mod Housing Deferral	Unfunded Liabilities	01/28/2009	12/31/2033	City of Montebello Successor Housing Agency	Per 33333.6(g) of California Health and Safety Code	Montebello Hills	4,314,689	N	\$420,000	-	-	-	210,000	-	\$210,000	-	-	-	210,000	-	\$210,000
47	2015A Successor Agency Tax Allocation Refunding Bonds (Tax-Exempt)	Bonds Issued After 12/31/10	09/01/2015	09/01/2027	Bank of New York	To refund: HOUSING 02, HILLSIDE 97, HILLSIDE 98A, HILLSIDE 99A, HILLSIDE		8,650,850	N	\$2,508,425	-	-	-	2,379,150	-	\$2,379,150	-	-	-	129,275	-	\$129,275

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						09A, SI 99A, SI 99B																
50	Tax Allocation Parity Refunding Bonds 1999 Series B (Hillside)	Bonds Issued On or Before 12/31/10	11/01/1999	03/01/2024	Bank of New York	Land and Infrastructure Improvements		2,350,000	N	\$2,350,000	-	-	-	-	-	\$-	-	-	-	2,350,000	-	\$2,350,000

Montebello
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.			312,950	619,466	3,208,143	
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller				625,469	5,957,525	
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)			312,950	619,466	6,974,838	
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC		No entry required			202,345	
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$625,469	\$1,988,485	

Montebello
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
6	
10	Item # 10 was retired in Sept 2022
12	
21	
22	
26	
36	
47	
50	

RESOLUTION NO. 23-02

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2023-24

RECITALS

WHEREAS, pursuant to ABx1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Community Development Agency of the City of Montebello was dissolved as of February 1, 2012, and the City of Montebello elected to serve as the Successor Agency to the Former Community Development Agency to the City of Montebello.

WHEREAS, the former Community Redevelopment Agency of the City of Montebello ("Agency") was a community redevelopment agency organized and existing under the California Redevelopment Law;

WHEREAS, pursuant to Health and Safety Code Section 34179(q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts;

WHEREAS, the First Supervisorial District Consolidated Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency of the Former Community Development Agency to the City of Montebello;

WHEREAS, the First Supervisorial District Consolidated Oversight Board held a regular/special meeting on January 9, 2023,

WHEREAS, Senate Bill 107 ("SB 107") was enacted in September 2015, and requires the Successor Agency to create an administrative budget for each fiscal year, and to submit it to the Oversight Board for approval;

WHEREAS, the administrative budget is required to include estimated amounts for Successor Agency administrative costs, proposed sources of payment for such costs, and proposals for arrangements for administrative and operations services provided by a city;

WHEREAS, under SB 107, the administrative budget is not subject to review and approval by DOF; and

WHEREAS, the Oversight Board has duly considered the Successor Agency's Administrative Budget covering the 2023-24 Fiscal Year, as such is attached to this

RESOLUTION NO. 23-02

Page 2 of 3

Resolution, and is satisfied that such complies with the statutory mandates of the Dissolution Act.

**NOW THEREFORE, THE OVERSIGHT BOARD HEREBY FINDS,
DECLARES AND RESOLVES AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part hereof.

SECTION 2. The Oversight Board hereby approves the Successor Agency's Administrative Budget for the 2023-24 Fiscal Year as attached hereto this Resolution.

SECTION 3. The Secretary shall certify to the passage and adoption of this resolution, which shall become effective immediately upon adoption

APPROVED AND ADOPTED THIS 11TH DAY OF JANUARY, 2023.

David N. Torres, Chair

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, Secretary

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, Secretary of the Successor Agency of the Former Community Redevelopment Agency of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-02 was passed and adopted by the Successor Agency of the City of Montebello, signed by the Chair and attested by the Secretary at a regular meeting of said Successor Agency held on the 11th day of January, 2023 and that said Resolution was adopted by the following vote, to-wit:

RESOLUTION NO. 23-02

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AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, Secretary of the Successor Agency of the Former Community Redevelopment Agency of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, Secretary

City of Montebello Successor Agency
Administrative Budget
For the period July 1, 2023 to June 30, 2024

ATTACHMENT 4

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Accounting costs for ROPS													
Preparation and other admin functions	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	107,796
Allocation of Payroll Cost for City of Montebello Staff	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	80,004
Legal Administrative Costs	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	62,200
	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 250,000

Payment Source – Administrative Cost Allowance / RPTTF



ITEM # 18

**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

**SUBJECT: EMERGENCY PLUMBING REPAIRS AT VARIOUS LOCATIONS – CITY
MANAGER'S FINAL REPORT**

DATE: January 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the City Manager's final report of the emergency procurement of plumbing repairs at various locations as prescribed in Montebello Municipal Code Section 3.20.50; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by a total of \$99,969 in the Measure A Fund (Account No. 221-70-720-6040.45, Measure A, Parks and Recreation, Parks Maintenance, Sewer Maintenance); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The repairs to the sewer facilities at the George Hensel Aquatic Center completed by Mr. Rooter in the amount of \$99,969 are an eligible expense for the Maintenance and Servicing Program funded by Los Angeles County's Measure A. The city receives these funds from the Los Angeles County Regional Park and Open Space District. A budget amendment is needed, increasing appropriations by \$99,969 in Account No. 221-70-720-6040.45 (Measure A, Parks and Recreation, Parks Maintenance, Sewer Maintenance).

The repairs on Beach Street completed by Mr. Rooter in the amount of \$132,797 are an eligible project expense and will be included in the project budget funded from SB1/RMRA (Fund 201), see below for a detailed description of the repairs completed. There is currently sufficient budget in this project (Account No. 201-99-7116, Project No. 100.407.10), therefore a budget amendment is not needed. The remaining expenses for Mr. Rooter in the amount of \$21,242 and for Flo-Services in the amount of

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT - MEETING OF JANUARY 11, 2023

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\$7,657 will be paid from the General Fund, Account No. 100-30-340-6040.45 (General Fund, Public Works, Sewer Operations, Sewer Maintenance). For FY 2022-23, there are sufficient appropriations in this account for the \$28,899 in total expenses.

BACKGROUND/DISCUSSION:

The Public Works Department maintains on-call contracts with several plumbing and other types of contractors for minor routine repairs throughout the year. Mr. Rooter and Flo-Services are current on-call contractors and have provided these service reliably for multiple years. Additionally, Mr. Rooter is a local vendor.

Occasionally, some minor, routine repairs become significant repairs once the contractor assesses the situation and direction is given to the contractor to proceed with more significant repairs in order to return a facility back into service to avoid further damage or to mitigate additional expenses. The following unanticipated and significant repair services were required and were authorized as emergency procurements in accordance with Montebello Municipal Code (MMC) 3.20.050, separate from the on-call agreement for minor and routine repairs:

Beach Street Pavement Project – CP 883 (\$76,285) - (June 2022)

During the construction of the Beach Street Pavement Project, a shallow 10-inch sewer pipe was encountered and halted a portion of the paving contractor's work. This pipe was not documented and Mr. Rooter was called to complete exploratory excavations. Once the pipe was identified as an old abandoned sewer, Mr. Rooter completed work to remove a portion of interfering pipe and properly abandon remaining portions in order to allow the paving work to be completed without further costly delays.

Beach Street Pavement Project – CP 883 (\$56,512) - (July 2022)

During compaction of the subgrade soil for the Beach Street Pavement Project, several soft areas were identified near the center of the street over the existing sewer pipe. Paving operations were halted in these areas while the cause of the unsuitable compaction was identified and remediated. Mr. Rooter was called in to complete video inspection of the sewer pipes along the entire length of the project to determine if broken pipe was causing sinkholes. The sewer pipe required extensive cleaning prior to video inspection. Once the possibility of sinkholes was eliminated, the paving contractor completed remediation of the subgrade soil and proceeded with the paving.

George Hensel Aquatic Center (\$99,969) - (August 2022 – September 2022)

The sewer servicing the Women's Showers and other parts of the Aquatic Center clogged, causing the showers to be unusable. The contractor attempted standard hydro jetting and cabling and was unsuccessful in removing the clog. Various drain lines were video inspected and determined to require replacement. Replacement included sawcut and removal of concrete floors and excavation followed by restoration of the concrete floors. These repairs will be funded utilizing Los Angeles County Regional Park and

**CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT -
MEETING OF JANUARY 11, 2023**

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Open Space Measure A funds.

Temporary Pumping for Various Sewer Pump Stations (\$21,242)

Equipment at the city's sewer pump stations is reaching its useful service life and equipment failure is becoming more frequent. Mr. Rooter was called out on various occasions in the months of July and August to provide temporary pumping of sewage in order to avoid overflows and maintain sewer service to residents. Temporary pumping is provided while equipment is serviced at the pump stations. Temporary pumping service was required on several occasions in July 2022 prior to recent repairs completed by Flo-Services (authorized by the City Council on April 13, 2022) that have made the pump station more reliable. Some of these pumping services were also required to facilitate the recent equipment repair and replacement work completed by Flo-Services at the pump stations located on Bartolo Avenue, Rancho Drive, Lincoln Avenue and Rea Drive.

Rancho Drive / Lincoln Avenue Sewer Pump Station Repairs (\$7,657)

This pump station experienced automatic float switch failure in early December 2022 that required additional repairs completed by Flo-Services. The total amount paid to Mr. Rooter for these various emergency repairs is \$254,008 (Beach Street CP 883 for \$132,797, Aquatic Center for \$99,969 and Various Sewer Pump Stations at \$21,242). The additional amount paid to Flo-Services for pump station repairs on Rancho Drive/Lincoln Avenue, above and beyond the amount authorized on April 13, 2022, is \$7,657.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

This report concludes the City Manager's report of the emergency procurement of plumbing repairs as prescribed in Montebello Municipal Code 3.20.50. It is recommended that a budget amendment in the amount of \$99,969 be approved in Account No. 221-70-720-6040.45 (Measure A, Parks and Recreation, Parks Maintenance, Sewer Maintenance).

ATTACHMENT(S)

None

NEXT STEPS:

N/A

RESOLUTION NO. 23-02
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1543, consisting of 15 pages, and including:

Warrant No.

General: Checks No. 598414 through 598689
ACH No. 3322 through 3449

Successor Agency: Check No. 1498 through 1498

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 11th day of January 2023.

David Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

RESOLUTION NO. 23-02

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Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No.23-02 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of January 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1543
From Payment Date 12/02/22 - To Payment Date 12/29/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
3322	12/08/2022	\$646.95	UNIFORM EXPENSE	3163	BANK OF AMERICA
3323	12/08/2022	\$88.40	TRAVEL & MEETINGS	3163	BANK OF AMERICA
3324	12/08/2022	\$115.00	TRAINING	3163	BANK OF AMERICA
3325	12/08/2022	\$2,600,116.74	TRANSFER IN	17870	THE BANK OF NEW YORK MELLON
3326	12/08/2022	\$8,250.00	CONTRACT SERVICES	3559	789 INC
3327	12/08/2022	\$68,398.50	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
3328	12/08/2022	\$67,483.13	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
3329	12/08/2022	\$85,995.08	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
3330	12/08/2022	\$987.27	CONTRACT SERVICES	2586	AMAZON CAPITAL SERVICES INC
3331	12/08/2022	\$250.27	SUPPLIES	62880	AMERICAN MARKER
3332	12/08/2022	\$14,410.20	CONTRACT SERVICES	3016	ANTARES GOLF LLC
3333	12/08/2022	\$721,875.20	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
3334	12/08/2022	\$1,955.47	CONTRACT SERVICES	2102	JOHN P BEROKOFF
3335	12/08/2022	\$2,568.77	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3336	12/08/2022	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
3337	12/08/2022	\$4,307.11	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
3338	12/08/2022	\$13,450.00	CONTRACT SERVICES	56540	COMPLETE PAPERLESS SOLUTIONS LLC
3339	12/08/2022	\$68.00	CONTRACT SERVICES	23660	DAIOHS USA
3340	12/08/2022	\$3,833.86	CONTRACT SERVICES	46870	HDL COREN & CONE
3341	12/08/2022	\$4,530.11	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC
3342	12/08/2022	\$7,188.00	PREPAID EXPENSES	3100	HOOTSUITE INC
3343	12/08/2022	\$8,620.41	CONTRACT SERVICES	16520	IDR ENVIRONMENTAL SERVICES INC
3344	12/08/2022	\$7,223.22	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
3345	12/08/2022	\$14,025.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
3346	12/08/2022	\$175.00	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
3347	12/08/2022	\$14.92	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
3348	12/08/2022	\$44,328.55	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC



City of Montebello
Register of Demands No. 1543
From Payment Date 12/02/22 - To Payment Date 12/29/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3349	12/08/2022	\$6,205.95	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
3350	12/08/2022	\$74,987.82	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
3351	12/08/2022	\$3,060.00	CONTRACT SERVICES	47600	NEXUS HOLDING LLC
3352	12/08/2022	\$13,973.61	SUPPLIES	3088	WAXIES ENTERPRISES LLC
3353	12/08/2022	\$3,348.13	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3354	12/08/2022	\$1,151.41	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
3355	12/08/2022	\$1,201.95	CONTRACT SERVICES	3163	BANK OF AMERICA
3356	12/08/2022	\$394.10	SUPPLIES	3163	BANK OF AMERICA
3357	12/08/2022	\$149.00	TRAINING	3163	BANK OF AMERICA
3358	12/08/2022	\$688.16	SUPPLIES	3163	BANK OF AMERICA
3359	12/15/2022	\$14,923.27	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3360	12/15/2022	\$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
3361	12/15/2022	\$4,273.70	SUPPLIES	408	DEKRA-LITE INDUSTRIES INC
3362	12/15/2022	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
3363	12/15/2022	\$25,627.92	CONTRACT SERVICES	371	FLO-SERVICES INC
3364	12/15/2022	\$2,920.50	CONTRACT SERVICES	46870	HDL COREN & CONE
3365	12/15/2022	\$971.82	TRAINING	3196	MICAH HERD
3366	12/15/2022	\$7.76	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
3367	12/15/2022	\$11,416.33	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
3368	12/15/2022	\$7,357.00	CONTRACT SERVICES	15070	LEXIPOL LLC
3369	12/15/2022	\$2,533.52	SUPPLIES	26670	LIFE-ASSIST INC
3370	12/15/2022	\$10,155.08	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
3371	12/15/2022	\$2,783.00	CONTRACT SERVICES	3028	ONWARD ENGINEERING
3372	12/15/2022	\$551.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
3373	12/15/2022	\$1,975.67	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
3374	12/15/2022	\$93,011.21	FUEL INVENTORY	1059	AMBER RESOURCES LLC
3375	12/15/2022	\$6,777.62	TRAINING	3244	SCRIPPS EXECUTIVE HEALTH MEDICAL GROUP INC
3376	12/15/2022	\$135.80	CONTRACT SERVICES	3140	WEX HEALTH INC
3377	12/22/2022	\$3,753.75	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC



City of Montebello
Register of Demands No. 1543
From Payment Date 12/02/22 - To Payment Date 12/29/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3378	12/22/2022	\$538.10	SUPPLIES	67210	AIR SOURCE INDUSTRIES INC
3379	12/22/2022	\$8,027.70	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
3380	12/22/2022	\$1,446.91	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3381	12/22/2022	\$8,894.03	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
3382	12/22/2022	\$51,894.66	CONTRACT SERVICES	3016	ANTARES GOLF LLC
3383	12/22/2022	\$400.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF
3384	12/22/2022	\$1,493.88	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3385	12/22/2022	\$497.78	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
3386	12/22/2022	\$60,225.40	TRANSIT CHARGES FOR SERVICES	75950	FIESTA TAXI COOPERATIVE INC
3387	12/22/2022	\$1,327.66	VEHICLE MAINTENANCE/EXPENSES	1259	GRAFFITI SHIELD INC
3388	12/22/2022	\$416.81	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
3389	12/22/2022	\$1,524.93	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
3390	12/22/2022	\$6,357.84	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC
3391	12/22/2022	\$5,287.23	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
3392	12/22/2022	\$750.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
3393	12/22/2022	\$4,704.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
3394	12/22/2022	\$750.36	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
3395	12/22/2022	\$1,378.45	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
3396	12/22/2022	\$879.07	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
3397	12/22/2022	\$84,674.04	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
3398	12/22/2022	\$913.28	TRAVEL & MEETINGS	3291	JOSEPH PALOMBI
3399	12/22/2022	\$41,617.80	CONTRACT SERVICES	42180	PCAM LLC
3400	12/22/2022	\$5,653.52	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
3401	12/22/2022	\$337.34	SUPPLIES	1120	BLUETRITON BRANDS INC
3402	12/22/2022	\$2,482.66	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
3403	12/22/2022	\$172.51	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
3404	12/22/2022	\$571.10	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC
3405	12/22/2022	\$219.18	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
3406	12/22/2022	\$7,000.00	CONTRACT SERVICES	3433	VECTIS DC LLC



City of Montebello
Register of Demands No. 1543
From Payment Date 12/02/22 - To Payment Date 12/29/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3407	12/22/2022	\$2,496.21	SUPPLIES	3088	WAXIES ENTERPRISES LLC
3408	12/22/2022	\$14.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3409	12/22/2022	\$512.28	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3410	12/22/2022	\$384.21	TRAVEL & MEETINGS	3163	BANK OF AMERICA
3411	12/28/2022	\$77,199.96	RETIREMENT	17	CAL PERS
3412	12/29/2022	\$225.00	PREPAID EXPENSES	1352	ADR SECURITY SYSTEMS INC
3413	12/29/2022	\$2,583.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
3414	12/29/2022	\$1,303.32	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
3415	12/29/2022	\$990.42	VEHICLE MAINTENANCE/EXPENSES	2586	AMAZON CAPITAL SERVICES INC
3416	12/29/2022	\$3,747.40	SUPPLIES	62880	AMERICAN MARKER
3417	12/29/2022	\$250.00	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
3418	12/29/2022	\$40.00	CARPPOOL INCENTIVE	3809	SAMANTHA CHENELIA
3419	12/29/2022	\$591.38	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3420	12/29/2022	\$1,366.12	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
3421	12/29/2022	\$24,720.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
3422	12/29/2022	\$400.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES
3423	12/29/2022	\$40.00	CARPPOOL INCENTIVE	2572	MARLENE GIL
3424	12/29/2022	\$40.00	CARPPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
3425	12/29/2022	\$1,959.26	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
3426	12/29/2022	\$715.70	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
3427	12/29/2022	\$1,373.04	TRAINING	3196	MICAH HERD
3428	12/29/2022	\$40.00	CARPPOOL INCENTIVE	4280	NADINE HERNANDEZ
3429	12/29/2022	\$130,559.14	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
3430	12/29/2022	\$199.06	SUPPLIES	48610	CRYSTAL JAIMEZ
3431	12/29/2022	\$479.48	SUPPLIES	1612	JCL TRAFFIC SERVICES
3432	12/29/2022	\$823.50	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
3433	12/29/2022	\$521.40	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
3434	12/29/2022	\$40.00	CARPPOOL INCENTIVE	3810	ALEXIS LUCERO
3435	12/29/2022	\$1,914.71	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY



City of Montebello
Register of Demands No. 1543
From Payment Date 12/02/22 - To Payment Date 12/29/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3436	12/29/2022	\$98,065.08	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
3437	12/29/2022	\$40.00	CARPPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
3438	12/29/2022	\$80.00	CARPPOOL INCENTIVE	138	BRIANNON PADILLA
3439	12/29/2022	\$40.00	CARPPOOL INCENTIVE	59960	JO ANN PANOSIAN
3440	12/29/2022	\$2,832.11	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
3441	12/29/2022	\$2,003.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
3442	12/29/2022	\$409.79	SUPPLIES	1120	BLUETRITON BRANDS INC
3443	12/29/2022	\$5,755.76	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
3444	12/29/2022	\$40.00	CARPPOOL INCENTIVE	69960	NICOLE I SAUCEDO
3445	12/29/2022	\$56,849.74	FUEL INVENTORY	1059	AMBER RESOURCES LLC
3446	12/29/2022	\$40.00	CARPPOOL INCENTIVE	2985	KEVIN SAYCOCIE
3447	12/29/2022	\$109.74	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
3448	12/29/2022	\$40.00	CARPPOOL INCENTIVE	24280	MARTIN SOLANO
3449	12/29/2022	\$1,275.83	SUPPLIES	3088	WAXIES ENTERPRISES LLC
ACH Total		\$4,702,491.34			
598414	12/08/2022	\$971.75	FURNITURE & FIXTURES PURCHASES	2728	H & V CUSTOM OFFICE CUBICLES CORP
598415	12/08/2022	\$71.61	UNIFORM EXPENSE	3547	ZACHARY HUMBER
598416	12/08/2022	\$59.03	UTILITY SERVICES	1732	AT&T CORP
598417	12/08/2022	\$414.00	CONTRACT SERVICES	3881	APEX INVESTIGATIVE SERVICES, INC.
598418	12/08/2022	\$2,092.50	CONTRACT SERVICES	3488	ASPIRE RX INC
598419	12/08/2022	\$548.85	UTILITY SERVICES	38380	AT&T
598420	12/08/2022	\$749.43	UTILITY SERVICES	39550	AT&T
598421	12/08/2022	\$19.50	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
598422	12/08/2022	\$72.17	SUPPLIES	319	MATTHEW J BEVERIDGE
598423	12/08/2022	\$186,097.03	INSURANCE	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS DOSS
598424	12/08/2022	\$795.94	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598425	12/08/2022	\$8,496.96	CONTRACT SERVICES	1133	CDW GOVERNMENT



City of Montebello
Register of Demands No. 1543
From Payment Date 12/02/22 - To Payment Date 12/29/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598426	12/08/2022	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY
598427	12/08/2022	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY
598428	12/08/2022	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY
598429	12/08/2022	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY
598430	12/08/2022	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY
598431	12/08/2022	\$74.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY
598432	12/08/2022	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY
598433	12/08/2022	\$74.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY
598434	12/08/2022	\$185.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY
598435	12/08/2022	\$1,446.47	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
598436	12/08/2022	\$297.00	CONTRACT SERVICES	28730	GARFIELD CAR WASH
598437	12/08/2022	\$1,672.92	DUES & SUBSCRIPTIONS	30550	GATEWAY CITIES COUNCIL OF GOVERNMENTS
598438	12/08/2022	\$110.18	SUPPLIES	3807	VICTOR GONZALEZ
598439	12/08/2022	\$300.00	TRAVEL & MEETINGS	3912	TIM GRENSAVITCH
598440	12/08/2022	\$1,500.00	SUPPLIES	3679	JOSE GUERRERO
598441	12/08/2022	\$719.53	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
598442	12/08/2022	\$206.34	CONTRACT SERVICES	2012	ICE MACHINE SALES & SERVICE CO
598443	12/08/2022	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
598444	12/08/2022	\$77.50	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
598445	12/08/2022	\$4,150.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
598446	12/08/2022	\$30,831.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
598447	12/08/2022	\$580.88	ADVERTISING/PRINTING SERVICES	3383	KELLER TRANSLATION DEVELOPMENT SERVICE LLC
598448	12/08/2022	\$1,051.65	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
598449	12/08/2022	\$39,191.56	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
598450	12/08/2022	\$1,323.63	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598451	12/08/2022	\$2,750.00	CONTRACT SERVICES	3049	MUNISERVICES
598452	12/08/2022	\$1,200.00	CONTRACT SERVICES	3569	MYNP COM NURSING CORPORATION
598453	12/08/2022	\$800.89	CONTRACT SERVICES	26460	ORBIT RENTALS INC
598454	12/08/2022	\$46.56	UTILITY SERVICES	100	PICO WATER DISTRICT



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598455	12/08/2022	\$156.01	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
598456	12/08/2022	\$175.76	SUPPLIES	503	QUADIENT INC
598457	12/08/2022	\$1,814.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
598458	12/08/2022	\$207.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFFS DEPARTMENT
598459	12/08/2022	\$58,028.08	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
598460	12/08/2022	\$40.00	TRAINING	1903	SANTA MONICA POLICE DEPARTMENT
598461	12/08/2022	\$7,222.58	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
598462	12/08/2022	\$141,373.58	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598463	12/08/2022	\$38,803.55	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
598464	12/08/2022	\$25,185.00	SALES TAX LIABILITY	2073	STOVER SEED COMPANY
598465	12/08/2022	\$13,142.04	UTILITY SERVICES	526	T-MOBILE USA INC
598466	12/08/2022	\$192.61	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
598467	12/08/2022	\$65.37	SUPPLIES	3725	KAILI TORRES
598468	12/08/2022	\$27,009.66	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
598469	12/08/2022	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
598470	12/08/2022	\$6,718.10	UTILITY SERVICES	23610	VERIZON WIRELESS
598471	12/08/2022	\$16,102.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
598472	12/08/2022	\$95.00	GENERAL GOVERNMENT	3911	RICARDO ZEPEDA
598473	12/15/2022	\$7,902.80	AFLAC OTHER	55860	AFLAC
598474	12/15/2022	\$7,964.90	AFLAC OTHER	55860	AFLAC
598475	12/15/2022	\$7,815.60	AFLAC OTHER	55860	AFLAC
598476	12/15/2022	\$150.00	CONTRACT SERVICES	13070	ANTHONY ALMEIDA
598477	12/15/2022	\$2,251.32	UTILITY SERVICES	39550	AT&T
598478	12/15/2022	\$4.76	UTILITY SERVICES	39550	AT&T
598479	12/15/2022	\$18,632.25	SUPPLIES	1529	ATHANS ICE HOUSE
598480	12/15/2022	\$10,993.26	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598481	12/15/2022	\$1,068.41	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598482	12/15/2022	\$5,478.57	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598483	12/15/2022	\$2,858.38	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC



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598484	12/15/2022	\$593.72	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
598485	12/15/2022	\$28,000.00	CONTRACT SERVICES	3417	CITY OF SANTA FE SPRINGS
598486	12/15/2022	\$1,500.00	CONTRACT SERVICES	2683	COLIBRI ENTERTAINMENT INC
598487	12/15/2022	\$207.49	SUPPLIES	2455	HASA, INC.
598488	12/15/2022	\$492.01	CONTRACT SERVICES	26110	COMPRESSED AIR SPECIALTIES INC
598489	12/15/2022	\$15,750.00	CONTRACT SERVICES	3246	CORDICO INC
598490	12/15/2022	\$2,485.77	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
598491	12/15/2022	\$700.00	CONTRACT SERVICES	2759	D F POLYGRAPH
598492	12/15/2022	\$365.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
598493	12/15/2022	\$1,678.25	SUPPLIES	3837	EASYBADGES LLC
598494	12/15/2022	\$5,500.00	PREPAID EXPENSES	50120	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC
598495	12/15/2022	\$18.59	ADVERTISING/PRINTING SERVICES	43720	ERGOMETRICS & APPLIED PERSONNEL RESEARCH INC
598496	12/15/2022	\$90.05	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
598497	12/15/2022	\$1,354.14	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
598498	12/15/2022	\$5,281.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
598499	12/15/2022	\$62.48	SUPPLIES	3807	VICTOR GONZALEZ
598500	12/15/2022	\$685,187.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
598501	12/15/2022	\$4,954.59	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598502	12/15/2022	\$1,635.00	CONTRACT SERVICES	3569	MYNP COM NURSING CORPORATION
598503	12/15/2022	\$43.64	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
598504	12/15/2022	\$26,166.00	CONTRACT SERVICES	25080	GOVERNMENTJOBS COM INC
598505	12/15/2022	\$136.53	SUPPLIES	15620	OFFICE DEPOT INC
598506	12/15/2022	\$257.95	SUPPLIES	22	POSITIVE PROMOTIONS
598507	12/15/2022	\$2,100.00	CONTRACT SERVICES	2184	PRO FORMA ADVISORS LLC
598508	12/15/2022	\$509.60	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
598509	12/15/2022	\$75.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
598510	12/15/2022	\$221.77	UNIFORM EXPENSE	2002	SAM BROWN SHIELD INC
598511	12/15/2022	\$145.55	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
598512	12/15/2022	\$24,595.90	FUEL	45630	SOUTHERN CALIFORNIA EDISON



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598513	12/15/2022	\$1,435.00	CONTRACT SERVICES	3908	SOUTHERN CALIFORNIA PRECISION CONCRETE, INC.
598514	12/15/2022	\$1,242.35	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
598515	12/15/2022	\$158.59	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
598516	12/15/2022	\$1,380.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
598517	12/15/2022	\$950.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
598518	12/15/2022	\$1,070.74	SALES TAX LIABILITY	3110	TOMAS ALVARADO
598519	12/15/2022	\$2,484.77	UTILITY SERVICES	72570	US TELEPACIFIC CORP
598520	12/15/2022	\$17,482.50	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
598521	12/15/2022	\$9,152.83	SUPPLIES	69680	TRIANGLE SPORTS INC
598522	12/15/2022	\$20,919.46	CONTRACT SERVICES	20070	UC REGENTS
598523	12/15/2022	\$568.68	UTILITY SERVICES	23610	VERIZON WIRELESS
598524	12/15/2022	\$23,725.07	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
598525	12/15/2022	\$152.90	SUPPLIES	9470	W W GRAINGER INC
598526	12/15/2022	\$659.78	SUPPLIES	67320	WINZER CORPORATION
598527	12/15/2022	\$18,000.87	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
598528	12/15/2022	\$20.77	UTILITY SERVICES	36610	CITY OF PICO RIVERA
598529	12/22/2022	\$3,057.18	CONTRACT SERVICES	1674	1st JON INC
598530	12/22/2022	\$1,127.78	ADVERTISING/PRINTING SERVICES	31600	4 IMPRINT
598531	12/22/2022	\$515.89	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
598532	12/22/2022	\$94.48	UTILITY SERVICES	39550	AT&T
598533	12/22/2022	\$4,099.77	UTILITY SERVICES	39550	AT&T
598534	12/22/2022	\$311.65	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
598535	12/22/2022	\$7,470.00	CONTRACT SERVICES	3072	GARY A BACIO
598536	12/22/2022	\$3,550.00	CONTRACT SERVICES	370	BK SIGNS INC
598537	12/22/2022	\$9,495.00	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
598538	12/22/2022	\$5,292.00	CONTRACT SERVICES	3121	C & O MFG
598539	12/22/2022	\$297.00	TRAINING	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
598540	12/22/2022	\$173.91	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598541	12/22/2022	\$95.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS



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598542	12/22/2022	\$860.25	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
598543	12/22/2022	\$2,650.89	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
598544	12/22/2022	\$1,645.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
598545	12/22/2022	\$48,309.35	CONTRACT SERVICES	1855	DARKTRACE LIMITED
598546	12/22/2022	\$46.54	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
598547	12/22/2022	\$376.60	UNIFORM EXPENSE	55650	GALLS LLC
598548	12/22/2022	\$525.00	CONTRACT SERVICES	506	SPX CORPORATION
598549	12/22/2022	\$11,946.18	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
598550	12/22/2022	\$14.08	MAIL/ POSTAL EXPENSE	3167	GLS US
598551	12/22/2022	\$127.31	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
598552	12/22/2022	\$772.61	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
598553	12/22/2022	\$9,627.75	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
598554	12/22/2022	\$1,966.28	SUPPLIES	3914	GRAFIX SYSTEMS
598555	12/22/2022	\$322.02	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
598556	12/22/2022	\$3,833.86	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
598557	12/22/2022	\$661.50	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN INC
598558	12/22/2022	\$1,075.38	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
598559	12/22/2022	\$571.92	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
598560	12/22/2022	\$5,225.00	CONTRACT SERVICES	3295	JORGE CORREA
598561	12/22/2022	\$2,100.00	CONTRACT SERVICES	3916	NAJEEB KHOURY
598562	12/22/2022	\$31.00	SUPPLIES	3708	VERONICA LARA
598563	12/22/2022	\$1,904.00	CONTRACT SERVICES	3915	LOWELL EDWARD KUM SOON SUE
598564	12/22/2022	\$1,628.89	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
598565	12/22/2022	\$1,500.00	EDUCATION REIMBURSEMENT	36960	WILLIAM MOLINARI JR
598566	12/22/2022	\$16,897.72	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC
598567	12/22/2022	\$3,178.57	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS INC
598568	12/22/2022	\$225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
598569	12/22/2022	\$195.34	SUPPLIES	15620	OFFICE DEPOT INC
598570	12/22/2022	\$758.07	CONTRACT SERVICES	26460	ORBIT RENTALS INC



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598571	12/22/2022	\$505.96	RETIREMENT	42490	LINDA PAYAN
598572	12/22/2022	\$43.62	UTILITY SERVICES	36610	CITY OF PICO RIVERA
598573	12/22/2022	\$54,429.55	CONTRACT SERVICES	43510	QUIET CANNON MONTEBELLO INC
598574	12/22/2022	\$375,449.38	CONTRACT SERVICES	3191	RL CONTROLS LLC
598575	12/22/2022	\$2,602.25	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
598576	12/22/2022	\$25,622.34	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
598577	12/22/2022	\$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
598578	12/22/2022	\$8,201.43	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
598579	12/22/2022	\$300.00	CONTRACT SERVICES	68000	JORGE SOTO
598580	12/22/2022	\$6,131.45	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598581	12/22/2022	\$15,165.66	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
598582	12/22/2022	\$4,695.47	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
598583	12/22/2022	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
598584	12/22/2022	\$1,900.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
598585	12/22/2022	\$375.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
598586	12/22/2022	\$509.87	SUPPLIES	3110	TOMAS ALVARADO
598587	12/22/2022	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
598588	12/22/2022	\$3,347.11	CONTRACT SERVICES	20070	UC REGENTS
598589	12/22/2022	\$1,115.81	SUPPLIES	45120	ULINE INC
598590	12/22/2022	\$653.44	SUPPLIES	131	UNITED SITE SERVICES INC
598591	12/22/2022	\$19,919.00	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
598592	12/22/2022	\$513.61	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
598593	12/22/2022	\$50.80	SUPPLIES	9470	W W GRAINGER INC
598594	12/22/2022	\$4,080.09	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
598595	12/22/2022	\$1,900.00	CONTRACT SERVICES	73370	ADJ CORPORATION
598596	12/22/2022	\$312.00	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
598597	12/22/2022	\$7,435.65	SUPPLIES	67320	WINZER CORPORATION
598598	12/22/2022	\$636.60	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC
598599	12/22/2022	\$36,440.27	CONTRACT SERVICES	3731	YUNEX LLC



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598600	12/22/2022	\$12,936.92	CONTRACT SERVICES	3731	YUNEX LLC
598601	12/29/2022	\$14,148.92	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
598602	12/29/2022	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
598603	12/29/2022	\$17,383.12	MACHINERY & EQUIPMENTS	3041	ADVEXURE LLC
598604	12/29/2022	\$4,745.99	SUPPLIES	1870	ALEX & E PARTY RENTALS
598605	12/29/2022	\$3,531.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
598606	12/29/2022	\$1,500.00	CONTRACT SERVICES	17010	ARROYO BACKGROUND INVESTIGATIONS LLC
598607	12/29/2022	\$2,383.68	UTILITY SERVICES	38380	AT&T
598608	12/29/2022	\$6,228.37	UTILITY SERVICES	39550	AT&T
598609	12/29/2022	\$58.42	UTILITY SERVICES	39550	AT&T
598610	12/29/2022	\$450.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
598611	12/29/2022	\$736.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
598612	12/29/2022	\$618.45	CONTRACT SERVICES	40850	MARIA E CASAS
598613	12/29/2022	\$351.65	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
598614	12/29/2022	\$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
598615	12/29/2022	\$299.12	TRAVEL & MEETINGS	3923	CITY OF PARAMOUNT
598616	12/29/2022	\$500.00	CONTRACT SERVICES	1416	CITY OF WHITTIER
598617	12/29/2022	\$1.86	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
598618	12/29/2022	\$151.00	TRAVEL & MEETINGS	2315	KIMBERLY COBOS-CAWTHORNE
598619	12/29/2022	\$93,201.96	RETIREMENT	4110	DELTA DENTAL OF CALIFORNIA
598620	12/29/2022	\$1,555.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
598621	12/29/2022	\$661.68	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
598622	12/29/2022	\$1,088.08	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
598623	12/29/2022	\$5,418.00	DUES & SUBSCRIPTIONS	30550	GATEWAY CITIES COUNCIL OF GOVERNMENTS
598624	12/29/2022	\$603.91	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
598625	12/29/2022	\$40.00	CARPPOOL INCENTIVE	3706	ALEX GILLMAN
598626	12/29/2022	\$195.01	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
598627	12/29/2022	\$212.00	EDUCATION REIMBURSEMENT	3618	GABRIEL GONZALEZ
598628	12/29/2022	\$25.00	PARKS AND RECREATION	3928	GRACIE DURAN



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598629	12/29/2022	\$1,533.13	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
598630	12/29/2022	\$1,645.18	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
598631	12/29/2022	\$6,457.25	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
598632	12/29/2022	\$1,994.92	LEASE PAYMENT	2405	JCB FINANCE
598633	12/29/2022	\$60.00	PARKS AND RECREATION	3926	JESUS M GARCIA
598634	12/29/2022	\$60.00	PARKS AND RECREATION	3929	JUDITH MEDEROS
598635	12/29/2022	\$280.10	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
598636	12/29/2022	\$4,547.78	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
598637	12/29/2022	\$5,629.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
598638	12/29/2022	\$316.00	GENERAL GOVERNMENT	3930	LUIS EDWARD SANCHEZ
598639	12/29/2022	\$664.85	CONTRACT SERVICES	3917	MACRO-PRO, INC.
598640	12/29/2022	\$215.35	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
598641	12/29/2022	\$385.88	CONTRACT SERVICES	3919	MIGUEL VELASCO
598642	12/29/2022	\$750.00	CONTRACT SERVICES	41130	MIHM INC
598643	12/29/2022	\$4,313.81	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598644	12/29/2022	\$40.00	CARPPOOL INCENTIVE	3657	STACEY MORALES
598645	12/29/2022	\$294.43	SUPPLIES	66340	BENNELLI LLC
598646	12/29/2022	\$486.91	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
598647	12/29/2022	\$16,594.14	CONTRACT SERVICES	3225	NELSON NYGAARD CONSULTING ASSOC INC
598648	12/29/2022	\$480.60	CONTRACT SERVICES	41180	MANUEL NUNEZ
598649	12/29/2022	\$1,350.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
598650	12/29/2022	\$40.00	CARPPOOL INCENTIVE	65330	WENDY PEREZ
598651	12/29/2022	\$800.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
598652	12/29/2022	\$14,636.31	CONTRACT SERVICES	3279	PROCURE AMERICA INC
598653	12/29/2022	\$707.46	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
598654	12/29/2022	\$1,760.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
598655	12/29/2022	\$7.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
598656	12/29/2022	\$14,870.06	TRAINING	43510	QUIET CANNON MONTEBELLO INC
598657	12/29/2022	\$1,000.00	SUPPLIES	3444	BRYAN M RAMIREZ



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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598658	12/29/2022	\$1,386.50	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
598659	12/29/2022	\$450.00	TRAVEL & MEETINGS	3849	GARY T ROBINSON
598660	12/29/2022	\$1,724.29	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
598661	12/29/2022	\$1,158.47	SUPPLIES	2285	RYAN SALDIVAR
598662	12/29/2022	\$225.08	UNIFORM EXPENSE	2002	SAM BROWN SHIELD INC
598663	12/29/2022	\$5,260.61	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
598664	12/29/2022	\$184,309.75	CONTRACT SERVICES	3918	SANITATION DISTRICTS OF LOS ANGELES COUNTY
598665	12/29/2022	\$181.25	TRAVEL & MEETINGS	3630	USIEL SERVIN
598666	12/29/2022	\$250.00	GENERAL GOVERNMENT	3927	SIJU KURIAKOSE
598667	12/29/2022	\$19,980.00	MACHINERY & EQUIPMENTS	3808	SMARTFORCE TECHNOLOGIES, INC.
598668	12/29/2022	\$22,453.65	NOTES PAYABLE	45630	SOUTHERN CALIFORNIA EDISON
598669	12/29/2022	\$535.31	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
598670	12/29/2022	\$301.56	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
598671	12/29/2022	\$858.39	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
598672	12/29/2022	\$100.00	DUES & SUBSCRIPTIONS	526	T-MOBILE USA INC
598673	12/29/2022	\$19,148.93	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
598674	12/29/2022	\$1,250.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
598675	12/29/2022	\$2,741.53	UTILITY SERVICES	72570	US TELEPACIFIC CORP
598676	12/29/2022	\$1,099.00	TRAINING	1188	TYLER TECHNOLOGIES INC
598677	12/29/2022	\$4,495.97	SUPPLIES	45120	ULINE INC
598678	12/29/2022	\$284.67	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
598679	12/29/2022	\$15,418.44	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
598680	12/29/2022	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
598681	12/29/2022	\$3,886.00	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
598682	12/29/2022	\$17,469.01	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
598683	12/29/2022	\$2,652.00	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
598684	12/29/2022	\$455.22	UTILITY SERVICES	23610	VERIZON WIRELESS
598685	12/29/2022	\$836.81	SUPPLIES	9470	W W GRAINGER INC
598686	12/29/2022	\$4,569.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC



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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598687	12/29/2022	\$95.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
598688	12/29/2022	\$2,784.95	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
598689	12/29/2022	\$1,500.00	EDUCATION REIMBURSEMENT	49660	RUBEN ZABALA
General Check Total		\$2,920,325.47			

Successor Agency (SA)

1498	12/29/2022	\$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
SA TOTAL		\$2,050.00			
Grand Total		\$7,624,866.81			