



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, DECEMBER 13, 2023 AT 6:00 PM

**QUIET CANNON, CRYSTAL ROOM 1 & 2
901 VIA SAN CLEMENTE
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

David N. Torres, Mayor
Scarlet Peralta, Mayor Pro Tem
Angie M. Jimenez, Councilmember
Salvador Melendez, Councilmember
Georgina Tamayo, Councilmember

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Planning/Community Development
Acting Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Joseph Palombi
Rita Montalvo
David Sosnowski
Adrianna Kendricks

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at the **Quiet Cannon, Crystal Room 1 & 2, 901 Via San Clemente, Montebello, CA, 90640.** 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:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

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 meetings, you may address the City Council ***in person only the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

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 - 6:00 P.M.

ROLL CALL

CLOSED SESSION - NONE

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS - NONE

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 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 and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

1. **CITY COUNCIL SELECTION OF MAYOR AND MAYOR PRO TEMPORE POSITIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 2.08.010, "REORGANIZATION"**

RECOMMENDATION: It is recommended that the City Council:

1. Move to designate one of its members as Mayor and Mayor Pro Tempore as called for in Section 2.08.010 of the Montebello Municipal Code.

2. **APPROVE THE PURCHASE OF SUBSCRIBER RADIOS AND RELATED HARDWARE AND SOFTWARE UTILIZING COUNTY OF LOS ANGELES MASTER AGREEMENT WITH MOTOROLA SOLUTIONS INC.**

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Purchase of subscriber radios and related software and hardware for the City's Public Safety Communications Upgrade Project utilizing the County of Los Angeles Master Agreement with Motorola Solutions Inc. for an amount not-to-exceed \$1,797,714; and
2. The purchase of the radios and related software and hardware will be funded by the California Office of Emergency Services (CAL-OES) Fiscal Year (FY) 2023 Emergency Operations Center (EOC) Grant Program for the funding period from June 1, 2023, to February 28, 2026, grant award of \$2,211,745.
3. Take such additional, related action that may be desirable.

3. ADOPT THE IMPLEMENTATION OF THE HOUSING LINKAGE PILOT PROGRAM AND APPROPRIATE GRANT FUNDING FROM THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Agreement between the City of Montebello and the San Gabriel Valley Council of Governments (SGVCOG) to Develop and Operate the Housing Linkage Pilot Program (HLPP) (Attachment B); and
2. Approve the appropriation of \$23,466 awarded to the City of Montebello by SGVCOG; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$23,466 in Account No. 265-85-864-6040.10 (Grants, Fire, SGVCOG Housing Linkage Pilot Program, Other Contract Services [Expenditures]) and Account No. 265-99-4198.24 (Grants, Miscellaneous Grants, SGVCOG Housing Linkage Pilot Program [Revenue]); and
4. Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

4. APPROVAL OF AGREEMENT NO. 4171 WITH COMPLETE PAPERLESS SOLUTIONS FOR THE PURCHASE OF LASERFICHE SOFTWARE SOLUTION

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4171 to Complete Paperless Solutions, LLC for the purchase of Laserfiche Solutions for an amount not-to-exceed \$44,366; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

5. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-81 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED DECEMBER 13, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-81 approving the Warrant Register dated December 13, 2023.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 10, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocity.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been

posted on or before **Sunday, December 10, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 1

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: **CITY COUNCIL SELECTION OF MAYOR AND MAYOR PRO TEMPORE POSITIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 2.08.010, "REORGANIZATION"**

DATE: December 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Move to designate one of its members as Mayor and Mayor Pro Tempore as called for in Section 2.08.010 of the Montebello Municipal Code.

FISCAL IMPACT:

There is no fiscal impact associated with recommended actions.

BACKGROUND/DISCUSSION:

The City Council will consider the appointment of a Mayor and Mayor Pro Tempore, as called for in Section 2.08.010 of the Montebello Municipal Code. The rotation is as follows:

Scarlet Peralta
Angie M. Jimenez
Salvador Melendez
Georgina Tamayo
David N. Torres

Montebello Municipal Code Section 2.08.010 (Council Reorganization) provides that the City Council must reorganize by selecting one of its members as Mayor on the following

CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 13, 2023

Page 2 of 2

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.

Nominations from the City Council are appropriate for the offices of Mayor and Mayor Pro Tempore. Pursuant to the procedures set forth under Rosenberg's Rules of Order, the Mayor/Presiding Officer would call for nominations for the office of Mayor; a second is not required for those nominated. Once all nominations have been offered by the City Council, nominations will be closed, and the Council will then vote for or confirm the Mayor from the person(s) nominated.

After the Mayor is selected, the same procedure would be followed for the selection of Mayor Pro Tempore.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council reorganize in a manner deemed appropriate by a majority vote of the City Council.

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 2

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE THE PURCHASE OF SUBSCRIBER RADIOS AND RELATED HARDWARE AND SOFTWARE UTILIZING COUNTY OF LOS ANGELES MASTER AGREEMENT WITH MOTOROLA SOLUTIONS INC.**

DATE: December 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the Purchase of subscriber radios and related software and hardware for the City's Public Safety Communications Upgrade Project utilizing the County of Los Angeles Master Agreement with Motorola Solutions Inc. for an amount not-to-exceed \$1,797,714; and
2. The purchase of the radios and related software and hardware will be funded by the California Office of Emergency Services (CAL-OES) Fiscal Year (FY) 2023 Emergency Operations Center (EOC) Grant Program for the funding period from June 1, 2023, to February 28, 2026, grant award of \$2,211,745.
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Public Safety Communications Upgrade Project will be funded by the California Office of Emergency Services (CAL-OES) Emergency Operations Grant Program in the amount of \$1,797,174 from the budgeted amount in Account No. 262-85-863-6040.10 (Cal-OES EOC, Fire, Cal-OES, Other Contract Services [Expenditures]). The system payment terms are:

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment;
3. 10% of the Contract Price due upon installation of equipment; and

CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 13, 2023

Page 2 of 4

4. 5% of the Contract Price due upon Final Acceptance.

The City of Montebello is eligible to accept Motorola's proposal (Attachment A) by issuance of a purchase order that specifically references the Master Purchase and Service Agreement between Glendale and Motorola (Attachment B). The Motorola proposal is a piggyback agreement from the County of Los Angeles Master Agreement with Motorola Solutions Inc. (Attachment C). The County of Los Angeles Master Agreement was competitively bid and the City of Glendale entered into an agreement with Motorola Solutions Inc. based on the terms, conditions and pricing of the County Master Agreement. Section 35 of the County Master Agreement (Attachment C, page 10) indicates that "other governmental entities within California may purchase products or services defined herein on the same terms, conditions and pricing as the County..." The Agreement includes a Los Angeles County contract discount in the amount of \$355,170 and a system incentive (for purchases approved by December 29, 2023) of \$325,859 (Attachment A, page 26). Given the estimated \$700,000 in savings by utilizing the County of Los Angeles Master Agreement and the Motorola system incentive, staff recommends piggybacking off the existing Master Agreement.

Sections 3.20.125 and 3.20.050(G) of the Montebello Municipal Code allow for the City to utilize a previously competitively bid contract "by another local, county, state, federal or other public entity" (3.20.125(A)). Therefore, staff is recommending approval of the proposal for the public safety radio equipment and software provided by Motorola Solutions (Attachment A) utilizing the City of Glendale's Master Purchase and Service Agreement (Attachment B) which was entered into utilizing the County of Los Angeles Master Agreement with Motorola Solutions Inc. (Attachment C).

The funding for this project was previously appropriated through City Council action on November 8, 2023. Therefore, no budget adjustment is needed as part of approving the proposal by Motorola Solutions Inc.

BACKGROUND/DISCUSSION:

On November 8, 2023, the City Council approved receipt of the sub-award from CAL-OES in the amount of \$2,211,745. The approval was based on the Motorola Solutions proposal to provide new APX subscriber radios as well as the upgrade of five of the existing eleven voice channels of the City's public safety communications system. The proposal (Attachment A) includes software and hardware upgrades as well as project management and associated labor to implement the system upgrades. The Montebello Fire Department's Communication Division supports Montebello, Whittier, Santa Fe Springs, South Gate, Vernon, Monterey Park, El Monte, Bell Gardens, Bell and other cities via a 12-channel trunked system spread over multiple communication sites.

Congresswoman Linda Sanchez voted to pass a government spending package that secured funding for community projects in her Congressional District. Congress appropriated funds to nineteen federal agencies for specific Community Project Funding/Congressionally Directed Spending provisions included in the Consolidated Appropriations Act, 2023. The Federal Emergency Management Agency (FEMA) released the FY 2023 Emergency Operations Center (EOC) Grant Program Notice of

CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 13, 2023

Page 3 of 4

Funding Opportunity (NOFO) on March 1, 2023. The California Office of Emergency Services (Cal-OES) is the recipient of the FEMA Fiscal Year 2023 Emergency Operations Center Program award, and the City of Montebello is one of five California agencies approved as a sub-recipient.

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 Categorically 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:

This proposal is subject to the terms and conditions of the Master Purchase and Service Agreement between City of Glendale and Motorola, dated January 1, 2022, Contract # 8001608 (Attachment B), which was entered into by the City of Glendale by piggybacking off the County of Los Angeles Master Agreement MA-IS-2240228-1 (Attachment C). Pricing in this agreement is based on the County of Los Angeles Master Agreement which was competitively bid. Under Montebello Municipal Code Sections 3.20.125 and 3.20.050(G), the City can piggyback off an existing agreement that was competitively bid. Section 3.20.050(G) of the municipal code section states:

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:

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.

Pursuant to Section 1.5 of the Glendale Master Purchase Agreement, the City of Montebello is an Eligible Purchaser who may accept Motorola's Proposal by issuing a purchase order that specifically references the aforementioned contract.

All activities of this grant award must be completed within the performance period of June 1, 2023 to February 28, 2026. The project has been approved by CAL-OES.

The goal of the project is to create a responsive EOC and communications system capable of operating with the most up-to-date programming and equipment that will directly support and protect the public, first responders and disaster workers. The project will enhance the use of innovative technology for Emergency Operations and Radio Communications to ensure first responder field units can provide real-time information to all users. The benefit of this integrated platform will allow the EOC to obtain real-time data/incident information and photos from field units and initiate the triage of an incident

CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 13, 2023

Page 4 of 4

and make expedited decisions to mitigate the emergency. It will improve management and data collection outside the designated EOC area by creating virtual and hybrid operations. The upgrades will address current challenges presented during routine and catastrophic emergencies. The Time Division Multiple Access (TDMA) upgrade will improve technology and double spectrum capacity and drastically assist in the event of an emergency.

SUMMARY:

Staff is recommending the City Council approve the Motorola Proposal (Attachment A) to upgrade public safety hardware and software, utilizing the County of Los Angeles Master Agreement MA-IS-2240228-1 and City of Glendale Master Purchase Agreement No. 8001608 with Motorola Solutions, Inc. Funding for this public safety communications project is from the Department of Homeland Security (DHS) Fiscal Year 2023 Emergency Operations Center Grant Program (Account No. 262-85-863-6040.10). The equipment and services will be provided by Motorola Solutions in a not-to-exceed amount of \$1,797,174 through the grant performance period of June 1, 2023, to February 28, 2026. City Council approved the grant from Cal-OES on November 8, 2023, and appropriated funding in excess of \$2.0 million. Therefore, no budget amendment is needed to fund the Motorola Solutions proposal.

ATTACHMENT(S)

1. Attachment A - Montebello APX TDMA Proposal_2023-11-28
2. Attachment B - Glendale Motorola MPA No. 8001608
3. Attachment C - County of Los Angeles Master Agreement No. MA-IS-2240228-1

NEXT STEPS:

N/A



City of Montebello

Montebello APX & TDMA Upgrade

PS-000163736

November 28, 2023

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

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

November 28, 2023

Mark Kim
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Subject: Montebello APX & TDMA Upgrade

Dear Mr. Kim,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide City of Montebello with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

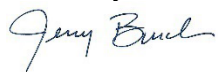
To best meet the functional and operational specifications, our solution includes a combination of hardware, software, and services. Specifically, this solution includes new APX subscriber radios and the upgrade of five of the existing eleven voice channels ASTRO25 Montebello simulcast cell from Frequency Division Multiple Access (FDMA) technology to a Dynamic Dual Mode solution that will also allow for Time Division Multiple Access (TDMA) technology on the five radio channels:

- 5CH TDMA Software Upgrades
- 5CH TDMA Licensing Upgrades
- Antenna Replacement (Mt. Vernon Site)

This proposal is subject to the terms and conditions of the Master Purchase and Service Agreement between City of Glendale and Motorola, dated January 1, 2022, Contract # 8001608 (the "MPA Contract 8001608"). Pursuant to Section 1.5 of MPA Contract 8001608, City of Montebello is an Eligible Purchaser who may accept Motorola's Proposal by issuing a purchase order that specifically references the aforementioned contract. This proposal shall remain valid until December 29, 2023. Alternatively, Motorola would be pleased to address any concerns City of Montebello may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Denis Redzepagic, at 619.577.3619.

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

Sincerely,



Jerry Burch
Territory Vice President
Motorola Solutions, Inc.

Table of Contents

Section 1

System Description	2
1.1 Overview	2
1.2 Proposed Solution	2
1.2.1 APX 8000XE Portable Radio.....	3
1.2.2 APX 8500 Mobile Radio	3
1.2.3 TDMA Expansion	4
1.2.4 Montebello Simulcast Cell	5
1.2.5 Coverage Projections	5

Section 2

2.1 Equipment List – TDMA Upgrade	9
2.2 Equipment List – APX Subscriber Radios	11

Section 3

Statement of Work	13
3.1 Assumptions.....	20
3.2 Preliminary Project Schedule.....	20

Section 4

Acceptance Test Plan.....	22
4.1 Dynamic FDMA/TDMA Talkgroup Call.....	22
4.2 Dynamic FDMA/TDMA Private Call	22
4.3 Dynamic FDMA/TDMA Busy Queue Conversion.....	22

Section 5

Cutover	24
5.1 Overview	24

Section 6

Service/Warranty	25
6.1 New RF Distribution System	25
6.2 Device Management Services – Essential	25
6.2.1 Overview.....	25
6.2.2 Technical Support	25
6.2.3 Hardware Repair	25

Section 7

Pricing Summary	26
7.1 Payment Terms.....	26

Section 8

Contractual Documentation.....	28
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Section 1

System Description

1.1 Overview

Included in this proposal are new APX subscriber radios and the hardware, software and licensing upgrades needed to transition five voice channels within the ASTRO25 Montebello simulcast cell from FDMA to TDMA.

This proposal includes software upgrades required to enable TDMA with Mixed Mode channel access for five of the eleven talk channels at all Montebello RF sites.

The RF sites within the Montebello cell currently employ the same dbSpectra RF distribution systems at each sub-site, and similar antenna systems equipment across 6 of the 7 sites. The antenna systems at the Mt Vernon WT site are incompatible with TDMA and will need to be replaced with properly rated equipment as a part of this project.

The sites currently utilizing PIM/PIP rated antennas can continue using their existing hardware and will only need licensing and software upgrades to complete this project.

As a result of the transition from FDMA to TDMA, a slight reduction in the talk-in coverage is expected. However, the overall redundancy of coverage provided by the existing Montebello sub-sites as well as the additional coverage provided by neighboring ICI cells will continue to provide service area coverage without the need for additional Rx diversity at this time.

In addition to the changes in coverage expectations, the transition to TDMA will also require a review of Montebello's Fleetmap and programming of impacted subscriber radios. As discussed with the City, all template and configuration changes needed as a result of the TDMA upgrade will be performed by ICI Joint Power. This fleetmap review and subscriber programming scope are not included in this proposal.

1.2 Proposed Solution

Motorola Solutions is pleased to propose new APX subscriber radios and the expansion of the Project 25 (P25) standards-based Interagency Communications Interoperability System (ICI) that will meet existing and future Mission-Critical two-way radio communication needs of the ICI. The upgrade of the Montebello Simulcast Cell to TDMA will include a total of seven RF remote sites, each with eleven talk channels and one control channel. This solution includes the necessary upgrades to transition five of the voice channels at each site from FDMA to TDMA with Mixed Mode operation.

A description of the proposed solution, features, benefits, system architecture, and hardware components is provided in this section.

1.2.1 APX 8000XE Portable Radio

Designed with the help of first responders around the world, the APX 8000XE is a portable radio that provides all-band access created specifically for users working in extreme conditions.

The APX 8000XE offers:

- **All-Band Interoperability** – The APX 8000XE offers four-band interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands, allowing users to communicate freely without network limitations.
- **Superior Audio Performance** – The APX 8000XE's adaptive audio engine and ultra-loud speaker enable the radio to automatically adjust to cancel out the background noise as it changes in the radio user's environment. Its adaptive speaker equalization also automatically adjusts to enhance sound for audio clarity.
- **Enhanced Connectivity Functions** – It offers GPS Outdoor Personnel Tracking, which enables location sharing for each radio user, resulting in more efficient task assignment and enhanced user safety. It also connects with Bluetooth, connecting with remote speaker microphones, surveillance kits, and the LEX L10 for remote radio control.
- **Resilient Environmental Protection** – The APX 8000XE features exaggerated controls, including spaced knobs, large buttons, and a shielded push-to-talk button to facilitate easier operation. Enlarged screens are easier for users to read in dark conditions.
- **Rugged, Robust, and Reliable Design Features** – The APX 8000XE is ready for the unpredictable environments of public safety. Its interior protects against water intrusion and can withstand up to 2 meters of water submersion. An additional speaker grill provides better water runoff to improve overall communications. Its battery protects from resetting, powering off, or ejecting the battery upon impact from being dropped, and its tempered glass display protects the screen from scratches, impact, and pressure.
- **Secure Communications** – The APX 8000XE is equipped with encryption and P25 Radio Authentication, which ensures that only valid users can access the system and all sensitive information.



1.2.2 APX 8500 Mobile Radio

The APX 8500 is Motorola Solutions' first all-band P25 mobile radio, created specifically for mission-critical first responders, who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers four RF bands and multi-mode system access. The APX 8500 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. Designed with mission-critical technology, the APX 8500



amplifies a radio user with the ability to keep the community safer than ever before.

With four RF bands and multi-mode system access, the APX 8500 knows no limits when it comes to interoperability. Some of its standard features and benefits are identified below:

- **All-Band Interoperability** – The APX 8500 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Multiple Control Head Options** – The APX 8500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 8500: the O2 Rugged Control Head, O3 Handheld Control Head, E5 Standard Control Head, and O7 Enhanced Control Head. Dual control head support is offered for the O2, E5, and O7 control heads.
- **Easy to Install** – The APX 8500's Mid-Power Model has been designed to fit into any existing Motorola XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Meet Radio Users' Needs** – The APX 8500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR Siren and Light Interface Module, and Enhanced Encryption Software Options. For Montebello, POP25, OTAR, and AES, DES-XL, and DES-OFB encryption algorithms are included.

1.2.3 TDMA Expansion

The proposed system will use P25 Time Division Multiple Access (TDMA) to divide five of the existing voice channels into two talkpaths, leveraging 2:1 channel efficiency to double talkpath capacity over FDMA using the same radio frequency bandwidth allocation. This enhanced capacity improves the system's Grade of Service, leading to fewer busied calls and faster callbacks during busy situations.

The proposed system will support both P25 Frequency Division Multiple Access (FDMA) and P25 Time Division Multiple Access (TDMA) for the five upgraded channels to provide ICI with the efficiency and interoperability to accommodate a diverse fleet of user and mobile radios.

With FDMA, radio frequencies are divided into smaller frequency bands, each with its own carrier frequency. TDMA divides each channel into two time slots, leveraging 2:1 channel efficiency to double talkpath capacity in the same radio frequency bandwidth allocation.

Motorola Solutions' TDMA operation complements FDMA operation on the ASTRO 25 platform. Channels can be selectively configured to operate as either TDMA-only or FDMA-only. With TDMA operation enabled, voice calling capacity is increased over FDMA alone, without having to abandon FDMA operational stations and user radios.

Dynamic Dual Mode will enhance the ease of use and system operation for Montebello's mixed fleet of P25 FDMA and P25 TDMA user radios. For the five voice channels enabled with TDMA and Dynamic Dual Mode the system will automatically assign the appropriate station mode based on the capabilities of the subscribers included in a call.

Due to the differences in FDMA and TDMA modulation, there will be a slight reduction in talk in coverage when one of the five TDMA capable channels is assigned by the system for a particular call rather than one of the six remaining FDMA only channels.

1.2.4 Montebello Simulcast Cell

The Montebello Simulcast cell consists of seven remote RF sites with the prime site located at Montebello Reservoir. This proposal will include the licenses and software upgrades required to enable TDMA across the five of the existing eleven voice channels within the simulcast system and provide Mixed Mode channel access to ensure FDMA-only subscriber equipment can continue and operate on the Montebello cell after the upgrade. Included in this proposal is the upgrade of five GTR base radios and GCM Comparators as well as the site licenses required to enable TDMA format at each sub-site.

- Total RF Sites: 7
- Total GTR Base Radios: 35
- Total GCM Comparators: 5

The current RF infrastructure at 6 of the 7 RF sites (listed below) in the Montebello cell is properly rated to support the transition to TDMA and will only need licenses and software upgrades as a part of this proposal:

- Montebello Reservoir
- Quite Canyon
- Starlight
- Montebello FD56
- Garvey Reservoir
- Sante Fe Springs

The Mt Vernon RF site currently utilizes Sinclair panel antennas that are non PIM/PIP rated. It is Motorola best practice for antennas to be both PIM and PIP rated in order to support TDMA requirements. Included in this proposal is the replacement of the current (1)Rx and (3)Tx antennas with properly rated antennas at the Mt Vernon site.

1.2.5 Coverage Projections

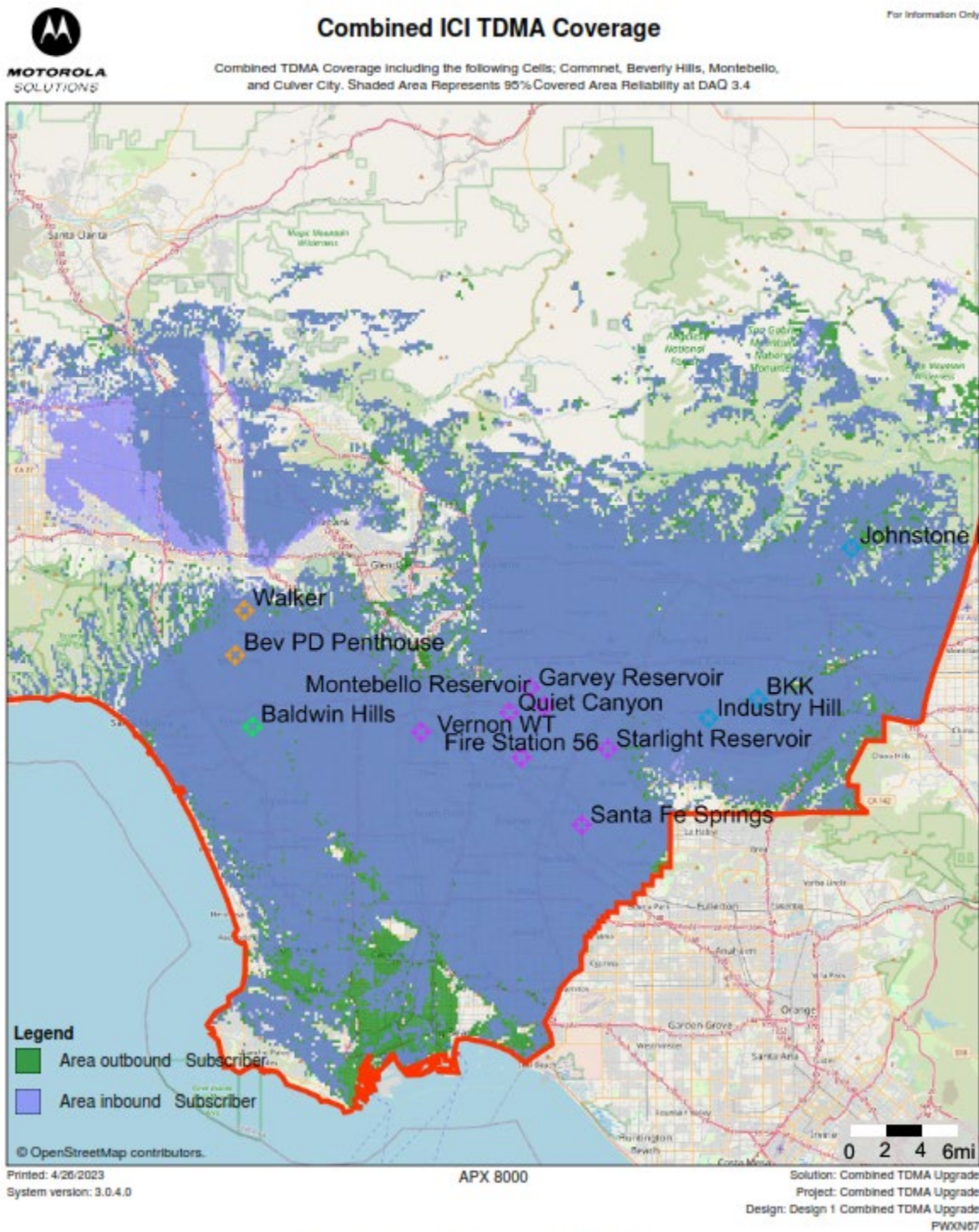
The transition to TDMA will result in a slight reduction of talk-in coverage around the fringe areas of the existing coverage area. However, based on the coverage projection and the overall coverage redundancy already available within the Montebello cell and the supporting ICI cells, Motorola does not recommend adding Rx Diversity at any of the Montebello RF locations at this time.

The coverage projections provided below are informational only and do not imply any guarantee of coverage. This proposal does not include any formal Coverage Acceptance Test Plan (CATP) testing or coverage guarantee.

As a part of the TDMA optimization process, Motorola will conduct limited drive testing to verify coverage in the general Montebello service area. This internal verification is to confirm that the Montebello cell is operational after the TDMA upgrade and not a coverage commitment. There is no formal deliverable or coverage guarantee to Montebello from this coverage spot check.



This map is intended solely for the equipment configuration stated above.
Coverage can vary significantly if different configurations are used.



This map is intended solely for the equipment configuration stated above.
Coverage can vary significantly if different configurations are used.

Section 2

2.1 Equipment List – TDMA Upgrade

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
LICENSE	1	-	1	SQM01SUM0323	ASTRO MASTER SITE
LICENSE	1	a	1	CA03517AD	ADD: CORE EXPANSION
LICENSE	1	b	7	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE
LICENSE	1	c	7	UA00160AA	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE
LICENSE	1	d	35	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO
LICENSE	1	e	35	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO
SOFTWARE	2	-	1	T7140	G-SERIES SOFTWARE UPGRADE
SOFTWARE	2	a	35	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
SOFTWARE	2	b	35	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFT
SOFTWARE	2	c	5	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ANTENNA	3	-	1	DSDS4K10PP65UM	450-512 MHZ, UHF ANTENNA, DIRECTION
UPPERJUMPR	4	-	15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGAT
UPPERJUMPR	5	-	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO
UPPERJUMPR	6	-	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	7	-	200	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50
MAINLINE	8	-	2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE
MAINLINE	9	-	5	DSGKC78	CLIP ON GROUND KIT FOR 7/8" CABLES,
ANTACC	10	-	7	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRC
SURGE	11	-	1	DSVHF50B43MABU	4.3-10 M/F RF SPD, 100-520MHZ, DC B
LOWERJUMPR	12	-	15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM
LOWERJUMPR	13	-	2	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FO
ANTENNA	14	-	1	DSDS4K10PP65UM	450-512 MHZ, UHF ANTENNA, DIRECTION
UPPERJUMPR	15	-	15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGAT
UPPERJUMPR	16	-	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO
UPPERJUMPR	17	-	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	18	-	200	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50
MAINLINE	19	-	2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
MAINLINE	20	-	5	DSGKC78	CLIP ON GROUND KIT FOR 7/8" CABLES,
ANTACC	21	-	7	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRC
SURGE	22	-	1	DSVHF50B43MABU	4.3-10 M/F RF SPD, 100-520MHZ, DC B
LOWERJUMPR	23	-	15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM
LOWERJUMPR	24	-	2	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FO
ANTENNA	25	-	1	DSDS4K10PP65UM	450-512 MHZ, UHF ANTENNA, DIRECTION
UPPERJUMPR	26	-	15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGAT
UPPERJUMPR	27	-	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO
UPPERJUMPR	28	-	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	29	-	200	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50
MAINLINE	30	-	2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE
MAINLINE	31	-	5	DSGKC78	CLIP ON GROUND KIT FOR 7/8" CABLES,
ANTACC	32	-	7	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRC
SURGE	33	-	1	DSVHF50B43MABU	4.3-10 M/F RF SPD, 100-520MHZ, DC B
LOWERJUMPR	34	-	15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM
LOWERJUMPR	35	-	2	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FO
ANTENNA	36	-	1	DSDS4K10PP65UM	450-512 MHZ, UHF ANTENNA, DIRECTION
UPPERJUMPR	37	-	15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGAT
UPPERJUMPR	38	-	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO
UPPERJUMPR	39	-	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	40	-	200	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50
MAINLINE	41	-	2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE
MAINLINE	42	-	5	DSGKC78	CLIP ON GROUND KIT FOR 7/8" CABLES,
ANTACC	43	-	7	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRC
SURGE	44	-	1	DSVHF50B43MABU	4.3-10 M/F RF SPD, 100-520MHZ, DC B
LOWERJUMPR	45	-	15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
LOWERJUMPR	46	-	2	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FO

2.2 Equipment List – APX Subscriber Radios

LIM	O	QTY	NOMENCLATURE	DESCRIPTION
1		20	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
1a		20	GA09007	ADD: OUT OF THE BOX WIFI PROVISIONING
1b		20	G851	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP
1c		20	GA00250	ADD: BLUETOOTH/WIFI/GNSS FLEXIBLE CABLE LMR195
1d		20	G996	ENH: OVER THE AIR PROVISIONING
1e		20	GA00580	ADD: TDMA OPERATION
1f		20	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
1g		20	G51	ENH:SMARTZONE
1h		20	G78	ENH: 3 YEAR ESSENTIAL SVC
1i		20	GA09001	ADD: WI-FI CAPABILITY
1j		20	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
1k		20	B18	ADD: AUXILIARY SPKR 7.5 WATT APX
1l		20	G444	ADD: APX CONTROL HEAD SOFTWARE
1m		20	G67EH	ADD: REMOTE MOUNT E5 MP
1n		20	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
1o		20	G806	ENH: ASTRO DIGITAL CAI OP APX
1p		20	GA01670	ADD: APX E5 CONTROL HEAD
1q		20	W22	ADD: STD PALM MICROPHONE APX
1r		20	G361	ENH: P25 TRUNKING SOFTWARE APX
1s		20	QA09113	ADD: BASELINE RELEASE SW
2		10	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5
2a		10	Q806	ADD: ASTRO DIGITAL CAI OPERATION
2b		10	Q361	ADD: P25 9600 BAUD TRUNKING
2c		10	QA00580	ADD: TDMA OPERATION
2d		10	Q58	ADD: 3Y ESSENTIAL SERVICE
2e		10	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP

LIM	O	QTY	NOMENCLATURE	DESCRIPTION
2f		10	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING
2g		10	QA09001	ADD: WIFI CAPABILITY
2h		10	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
2i		10	H38	ADD: SMARTZONE OPERATION
2j		10	G996	ADD: PROGRAMMING OVER P25 (OTAP)
2k		10	QA02006	ENH: APX8000XE RUGGED RADIO
2l		10	QA09113	ADD: BASELINE RELEASE SW
2m		10	QA01427	ALT: APX8000/XE HOUSING GREEN
3		10	PMNN4504	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T
4		10	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
5		10	PMMN4137A	XVE500 REMOTE SPEAKER MICROPHONE, HIGH IMPACT GREEN, NO CHANNEL KNOB

Section 3

Statement of Work

Motorola is proposing to City of Montebello the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Montebello Reservoir	(5) GTR UPG / LIC (5) COMPARATOR UPG
Quiet Canyon	(5) GTR UPG / LIC
Starlight	(5) GTR UPG / LIC
Montebello FD56	(5) GTR UPG / LIC
Garvey WT	(5) GTR UPG / LIC
Sante Fe Depot	(5) GTR UPG / LIC
Mt Vernon	Antennas Replacement (1)Rx / (3)Tx (5) GTR UPG / LIC

This document, known as the Statement of Work (SOW), describes the deliverables to be furnished to the City of Montebello and the tasks to be performed by Motorola Solutions, its subcontractors, and Montebello to implement the solution described in this contract. It describes the actual work involved in installation and clarifies the responsibilities for both Motorola Solutions and the City of Montebello during the project implementation. Specifically, this SOW provides:

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

This SOW is a working document that may be revised as needed to incorporate any changes associated with Detailed Design Review (DDR), and any change orders that may occur during the execution of the project. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Montebello
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X

Tasks	Motorola Solutions	Montebello
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	

Tasks	Motorola Solutions	Montebello
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: The default views based on workflow requirements will be defined, presented, and approved.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to,		X

Tasks	Motorola Solutions	Montebello
asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Provide one-time mobilization of construction crews.	X	
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment. Up to 1 month of storage is included in this proposal.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	X
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide lift equipment for installation at Vernon Tower Site.		X
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor	X	

Tasks	Motorola Solutions	Montebello
plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.		
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove and transport old antenna equipment to a customer specified location.		X
Deliverable: Equipment installed.		
Antenna Audits at Vernon Tower		
Perform on-site antenna audits, verifying existing antenna configuration in order to identify physical installation of new antennas and operational configurations.	X	
Create site evaluation report to document existing locations and placement of new antennas as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: Antenna Sites audits completed successfully.		
Antenna Installation at Vernon Tower		
Install antennas, including supplying and installing new side arm mounts where necessary.	X	
Perform FDR sweeps to verify existing transmission lines installed in 2018 are working within specifications.	X	
Connect new antennas to existing transmission lines, if these feedlines pass FDR sweep results.	X	
Discuss and draft Change Order proposal to Montebello if the existing transmission lines fail the FDR sweep results. The scope of replacing these feedlines are not part of this project scope.	X	
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.), if needed.		X
Deliverable: Antennas installed.		
SYSTEM OPTIMIZATION AND TESTING		
Solution Optimization		

Tasks	Motorola Solutions	Montebello
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the functional acceptance testing, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	X
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to		X

Tasks	Motorola Solutions	Montebello
the sites, equipment and system, and approval of the resolved punchlist items.		
Deliverable: Migration to TDMA completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: • Site Block Diagrams. • Antenna Network Drawings for RF Sites (where applicable). • Functional Acceptance Test Plan Test Sheets and Results. • Equipment Inventory List. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

3.1 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions. Alternate solutions required may impact the work effort and/or schedule constituting a Change Order.

- This is not a prevailing wage project.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase, voltage, and site grounding to support the requirements of the system described.
- Any additional site/location upgrades or modifications are the responsibility of the customer. Any tower stress analysis or tower upgrade requirements are the responsibility of the customer.
- FCC licensing with TDMA enabled base stations is the responsibility of the customer.
- Existing equipment upgrades outside of the specific scope of this project are not included.
- Coverage Acceptance Test Plan is not included. TDMA coverage maps in this proposal are informational only and not a coverage guarantee.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Customer's existing microwave backhaul network or customer's existing leased Ethernet will be utilized. The site links must meet the ASTRO25 bandwidth, latency, jitter, and packet loss parameters to provide optimal performance of the system.
- Any required system interconnections not specifically outlined here will be provided by the customer. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola has not included any services to make changes to the customer's subscribers, including fleetmap design, flashcode upgrade, or programming. Motorola can provide a separate subscriber services quote upon request.

3.2 Preliminary Project Schedule

The estimated time for completion of the project is 10 months from Project Kickoff through Final Project Acceptance. Assuming this project kicks off in January, 2024, its current estimated completion is targeted for November, 2024.

Below is a snapshot of the preliminary project schedule prepared for this proposal. A project specific schedule will be prepared by the assigned Motorola Solutions Project Manager during the Detailed Design Review, reviewed and approved by Montebello.

Project Activity	Estimated Duration (Working Days)
Contract Initiation and Kickoff	2
RF Site Audit Sitewalks	7
Detailed Design Review	10
Equipment Order	1
Equipment Manufacturing	60
Shipping and Inventory	5
FCC Licenses Modification	60
Equipment Installation at Vernon Water Tower	5
License Load and Equipment Configuration	8
System Optimization	25
Coverage Spot Check	5
Functional Acceptance Test Plan	2
As-Built Sitewalks	7
Documentation and Punchlist Resolution	9
Cutover and Project Transition	2
Projected Total Duration	208

Section 4

Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the feature and functions for the installed, configured, and optimized equipment in order to verify that the solution operates according to its design. This plan will validate that the Montebello TDMA upgrade has been completed successfully. Included below is a sample draft FATP; the final FATP will be developed during the Detailed Design Review.

4.1 Dynamic FDMA/TDMA Talkgroup Call

Description

When a Site goes into Site Trunking, radios with Talkgroup Call capability will be able to communicate with other members of the same talkgroup at that same site. Members of the same talkgroup at other sites will not be able to monitor those conversations. The Site Controller determines the FDMA/TDMA mode of a Talkgroup call depending on the capabilities of the radios registered at the site to the talkgroup.

Note: The FDMA/TDMA mode of a call cannot change during a PTT.

4.2 Dynamic FDMA/TDMA Private Call

Description

Private Call is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is only heard by the 2 parties involved. Subscriber units receiving a private call will sound an alert tone. As with other types of calls, Private Calls can take place from anywhere in the system. Private Calls always occur in the "Dynamic" mode. The system determines whether the call is FDMA or TDMA by the capabilities of the 2 radios and the sites they are affiliated at.

4.3 Dynamic FDMA/TDMA Busy Queue Conversion

Description

If no voice channel resources are available, radios requesting channels for new conversations are placed in a queue. Users of the same priority will move through the queue in a FIFO (first in, first out) sequence.

When a voice channel becomes available, the radio at the top of the busy queue gets a channel assignment and generates a callback tone if the FDMA/TDMA mode of the call can be supported by the available resource. While the call is waiting in the busy queue, the FDMA/TDMA mode of a talkgroup at a site in site trunking can be change as radios join or leave the talkgroup.

NOTE: All radios and talkgroups should start with default priorities. The Default is 10.

Section 5

Cutover

5.1 Overview

The cutover of TDMA enabled Montebello simulcast cell depends on a number of project tasks, including loading TDMA and Dynamic Dual Mode licenses at the Master site and RF sites, replacement of Passive Intermodulation (PIM) and Peak Instantaneous Power (PIP) rated antennas at Vernon Water Tower, and verifying TDMA and DDM operations through base station optimization and Functional ATP.

Once these tasks have been completed, Motorola will work with Montebello to schedule a coordinated cutover that allows the end users to operate on TDMA enabled Montebello simulcast cell. While the cutover activity itself is expected to be an operational change, there are some project tasks before cutover that will require close coordination and brief interruptions of service.

Take an example at Vernon Water Tower. When Motorola and its certified partner replaces the existing antennas with new PIM/PIP rated antennas, Vernon Water Tower may need to be disabled from the Montebello simulcast cell. Instead of a 7-site cell, this coordinated and scheduled antenna swap out will temporarily change the Montebello simulcast architecture from 7 sites to 6 sites. There may be a reduction in the Montebello RF coverage during this coordinated effort.

Also, when Motorola performs RF site optimization, a GTR base station will be taken out of service at the RF site. This project task is required for every GTR base radio at every RF site. Instead of having access to 12 channels, Motorola may request a reduction of RF channels in service to test and document TDMA transmitter and receiver operation.

Section 6

Service/Warranty

6.1 New RF Distribution System

The new RF Distribution System components at Vernon Water Tower include a one-year manufacturer's warranty. Other than this RFDS hardware, there are no separate service/warranty offered in this proposal as the base stations and comparators will receive software upgrades.

6.2 Device Management Services – Essential

6.2.1 Overview

To provide City of Montebello with access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions proposes the Essential tier of our Device Management Services (DMS Essential) for APX™ user radios. DMS Essential provides remote technical support to troubleshoot problems and hardware repair to properly restore Montebello's user radios.

The proposed offering consists of the following specific services:

- Technical Support
- Hardware Repair

The following sections describe the services included with DMS Essential.

6.2.2 Technical Support

Motorola Solutions Technical Support personnel will be available to assist with any questions, issues, or problems related to user radios. Technical Support personnel apply leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

6.2.3 Hardware Repair

Hardware Repair provides repair services for user radios damaged by manufacturing defects and normal wear and tear. Repairs are provided by Motorola Solutions, or an authorized Motorola Solutions service repair center, for the length of the contract. The service center tests, repairs, and restores the user radio to original factory specifications. Repair may include updating the user radio's Operating System (OS) software to the latest version supported by the user radio.

The Hardware Repair service adheres to a proven process of analysis and restoration, and the work is backed by a 90-day warranty. User radios covered under this service also receive higher service priority at the repair depot, resulting in quicker repair times.

Section 7

Pricing Summary

Motorola is pleased to provide the following equipment and services to City of Montebello.

Montebello TDMA Upgrade	Price (\$)
Equipment	\$1,419,511
Subscribers	\$406,144
LA County Contract Discount	-\$355,170
Equipment after Contract Discount	\$1,470,485
Services	\$524,386
System Incentive (for Purchase Order by 12/29/2023)	-\$325,859
Equipment after System Incentive	\$1,250,362
Services after System Incentive	\$418,650
Total before Sales Tax	\$1,669,012
Estimated Sales Tax (10.25%)	\$128,162
Total after Estimated Sales Tax	\$1,797,174

7.1 Payment Terms

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Section 8

Contractual Documentation

This proposal is subject to the terms and conditions of the Master Purchase and Service Agreement between City of Glendale and Motorola, dated January 1, 2022, Contract # 8001608 (the "MPA Contract 8001608"). Pursuant to Section 1.5 of MPA Contract 8001608, City of Montebello is an Eligible Purchaser who may accept Motorola's Proposal by issuing a purchase order that specifically references the aforementioned contract.

8001608

MASTER PURCHASE AND SERVICE AGREEMENT**BETWEEN CITY OF GLENDALE AND MOTOROLA**

THIS MASTER PURCHASE AGREEMENT ("Agreement") is entered into this 1st day of January 2022, (the "Effective Date") between MOTOROLA SOLUTIONS, INC., a Delaware corporation ("Motorola") and the CITY OF GLENDALE, a municipal corporation ("City"). Motorola and City may be referred to individually as a "Party" and collectively as the "Parties." This Agreement supersedes and replaces the existing Master Purchase Agreement between the Parties dated October 31, 2011, and applies to any Transaction Document (as defined below) agreed or issued after the Effective Date.

RECITALS

City is public entity organized and existing pursuant to its Charter and the Constitution of the State of California.

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

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

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

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

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

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

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

I. PRELIMINARY PROVISIONS

1.1 Term. This Agreement shall commence upon the Effective Date and shall continue in effect until midnight December 31, 2026, or until it has been terminated by either Party. Expiration of this Agreement will not affect any Warranty Period that has not yet expired. Upon the expiration effective date, the City will not issue any additional Transaction Documents, but any Transaction Document that the City has issued before the expiration effective date will remain valid unless otherwise mutually agreed in writing. At City's option, this Agreement may be extended by an additional five-year term.

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

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Core Release” means a new version of Software which adds Features and major enhancements. These new versions are signified by changes to the version identifier number (e.g., A2020.1 to A2021.1).

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

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

"Enhancement Release" means a superseding issue of Software which adds to, improves, or enhances the performance of Software Features contained in the then currently shipping Software version. These releases are signified by changes to the second or third digit of the version identifier number (e.g., A2020.1 to A2021.3).

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feature" means a Software or Hardware functionality.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

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

"Product" means Equipment or Software.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

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

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

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

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" or "Communications System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed. means the date on which the Acceptance Test Plan for a System is successfully completed, and City confirms such in writing. City must promptly confirm in writing System Acceptance, typically in the form of a System Acceptance Certificate, Exhibit D, if the System successfully completes the Acceptance Test Plan. If City reasonably believes the System did not successfully complete the Acceptance Test Plan, City will promptly give Motorola written notification of this conclusion as well as sufficient details supporting the City's conclusion. Minor omissions or variances that do not materially affect System performance will not be

reasons to delay System Acceptance but will be corrected as punch list items according to a mutually agreed schedule.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

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

"Warranty Period" means, with respect to a System transaction, one (1) year from the date of Beneficial Use or System Acceptance, whichever first occurs; provided that if System Acceptance is delayed beyond six (6) months after Equipment shipment by events or causes within City's control as reasonably and in good faith determined by City, the Warranty Period expires eighteen (18) months after the Equipment shipment date. "Warranty Period" means, with respect to a non-System transaction (such as the purchase of only Products without System Integration services), one (1) year from the date of shipment. "Warranty Period" means, with respect to one-time Services, six (6) months from the date of performance of the Services.

1.3 **Attachments**

1.3.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

"System Description" dated _____

"Pricing Schedule" dated _____

"Implementation Statement of Work" dated _____

"Acceptance Test Plan" or "ATP" dated _____

"Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. **Addendum (Addenda)**. Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and the Addenda attached and incorporated herein, containing terms specific to such service.

1.3 **Order of Precedence**. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

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

1.5. **Eligible Purchasers**. Eligible Purchasers may purchase Systems, Products or Services

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

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

II. TERMS AND CONDITIONS

2.1 PURCHASE AND SALE.

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

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

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

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

excluded.

During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

2.2.b If City elects to purchase optional Software Maintenance or Software Upgrade Services, Motorola shall provide those Standard Features included in a Core Release which apply to City's existing System components. City is responsible for the purchase and license of additional products, hardware, and/or software that are necessary to migrate to a newly issued Core Release.

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

2.2.d. Because Enhancement Releases may include minor performance enhancements, City is encouraged to periodically upgrade the Motorola Software operating on its System with the most current Enhancement Release (e.g., Astro25 version A2020.1 to Astro25 version A2020.2). City may choose not to install a new Software release, however, City acknowledges that by so choosing, it may limit or eliminate the applicability of future releases to its System and certain services, such as network monitoring and system security services, may not be available to the City.

2.2.e. Because the optional Software Maintenance or Software Upgrade Services include Enhancement Releases for only the Software versions that Motorola may be supporting during the term of this Agreement, City is encouraged to migrate the Motorola Software operating on its System to the most current Core Release (e.g., Astro25 version A2020.1 to Astro25 version A2021.1). If City's System is not maintained to the most current supported software version, all Core Releases and Enhancement Releases may not be compatible with

City's existing System. Additional hardware, Motorola Software, and engineered modifications may be required if City desires to migrate to a particular Core Release or Enhancement Release. Such additional hardware, Motorola Software and engineering are not included as part of the Software Maintenance or Upgrade Program and may be provided pursuant to a separate Transaction Document. If the size and complexity of City's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate Transaction Document.

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

2.2.g. **Non-Motorola Software.** Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sub-license such Non-Motorola Software, in which case the Software License Agreement shall apply. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

2.3 **Pricing.** The Pricing Schedule, attached hereto as part of Exhibit C, and incorporated herein by this reference, sets forth the applicable discounts from the Price Book and any discounts applicable to drop ship Products, and these discounts will apply to City's purchases for all Products. The Pricing Schedule also sets forth the per diem rates or other pricing for Services. Services rates and pricing are based upon a normal eight hour work day (excluding weekends, holidays, or other premium rate times) with a half-day minimum. Unless otherwise expressly stated in the written quotation or proposal, pricing will be on a firm, fixed price basis, applying the rates described above to the estimated types and amounts of Services. Beginning with calendar year 2022 and each calendar year thereafter during the term of this Agreement, Motorola may by notifying City increase these per diem rates by no more than the Consumer Price Index adjustment for the then current year issued by the U.S. Department of Labor, for the county of Los Angeles, or 5%, whichever is lower. Pricing for Systems will be specifically quoted. Pricing may include large project, system, or other discounts.

2.4 **Purchase and Sale of Communications Systems**

2.4.a. **Scope of Work.** For System transactions, Motorola will manufacture (or for third party drop ship Products will provide), assemble and integrate Equipment and Software, stage, test, deliver, and install the Communications System at sites designated by City, as specified in the Proposal.

2.4.b. **Communications System Maintenance and Support Service.** At City's option, City may purchase maintenance and support services from Motorola consistent with the terms and conditions set forth in Maintenance, Support and Lifecycle Management Addendum, attached hereto and incorporated herein. If Motorola's maintenance and support program for Systems, Products or Software is revised, such revisions will be reflected in the maintenance

and support proposal or statement of work that Motorola presents to City. Pricing for these services will be as set forth in the Maintenance and Support Proposal and Transaction Document.

2.4.c Installation and Site Conditions. This Agreement is predicated upon normal soil conditions as defined by the version of E.1.A. standard RS-222 in effect on the Effective Date of this Agreement. If Motorola and City determine during the course of performance of this Agreement that the sites identified in a Proposal are no longer available or desired, or, if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated on the specifications in the Proposal, Motorola and City will promptly investigate the conditions and jointly select replacement sites or adjust the installation plans and specifications as necessary. If Motorola and City determine that any change in sites, site availability, installation plans, or specifications will require an adjustment in the price specified in the Transaction Document, or in the time required for the performance of this Agreement, the Parties shall agree to an equitable adjustment in the price, performance schedule, or both; and the Transaction Document shall be modified in accordance with Section 2.7 of this Agreement.

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

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

2.4.f Training. As reasonably requested by City, Motorola shall provide a Proposal for training courses for City's designated employees and pricing will be discounted 10% from what Motorola customarily charges for such training. Motorola shall provide all training and presentation materials, documents and equipment necessary to adequately provide the training courses. City agrees to notify Motorola immediately if a date change for a scheduled training program is required. A charge in an amount not to exceed 10% of the price of the class cancelled, will apply to a training program rescheduled by City less than fourteen (14) business days prior to its scheduled start date. All training courses shall take place on site, or at such other location designated by City.

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

2.6 Subscription Services. If Customer purchases subscription Services as part of the

Solution, additional or different terms specific to such Service will be included in the Subscription Services Addendum and will apply to those Services. Customer may purchase additional subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

2.7 Additional Services.

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

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

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

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

2.8 Services Excluded Under the Maintenance Support Services Agreement.

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

2.8.b Unless specifically included in the Proposal, and subsequent agreements, Services do not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, or the worldwide web. Unless specifically included in the Proposal and subsequent agreements, Services of Equipment do not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries and computer supplies.

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

2.9 Time and Place of Service. Services shall be provided at the location specified in the Proposal and Transaction Document. When Motorola performs Services at the Equipment's location, City agrees to provide Motorola, at no charge, a non-hazardous environment (similar to that provided for its own employees) for work with shelter, heat, light, and power and with full and free access to the Equipment. City shall provide all information pertaining to the hardware

and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement. Unless otherwise specified in the Proposal and subsequent agreements, the hours of Service will be between the hours of 7:00 a.m. to 6:00 p.m., excluding weekends and City holidays. In the event of Equipment failure which effects public safety as determined by City, Motorola shall provide Service at any time, including outside the working hours as set forth herein, but Motorola may charge overtime rates totaling 150% of the normal cost for such Services.

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

2.11 Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be clearly marked and promptly returned at Motorola's request.

2.12 Tools. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

2.13 Customer Obligation. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

2.14 Assumptions. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work - that are not made by Motorola - prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

2.15 Non-preclusion. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or

otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

2.16 Proprietary Materials. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

2.17 Substitutions. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

III Licenses

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

3.2 Other Licenses and Permits. Unless the Transaction Document (including any Statement of Work) provides to the contrary, Motorola shall obtain all permits required by other agencies (Federal, State, and County) for the performance of work described in a Transaction Document. All permits and licenses relating to Motorola's business shall be at the expense of Motorola. City shall assist in the preparation of applications for permits issued by City. City shall procure any necessary construction permits, building permits, zoning variances, provide access to the sites identified in a Proposal and shall have such sites available for installation of the Equipment by Motorola in accordance with the Proposal. Permit fees to City shall be waived.

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

3.4 Subscription Services. Subscription Software License and Restrictions are described in Section 3 of the Subscription Services Addendum.

IV. CONFIDENTIALITY

During the term of this Agreement, the Parties may provide to each other Confidential Information. Neither Party shall disclose, publish, or authorize others to disclose or publish the Confidential Information of the other Party, which may include design data, drawings,

specifications, reports, or other information pertaining to the projects assigned to Motorola by City or other information to which Motorola or the City has had access during the term of this Agreement without the prior written approval of the City Attorney or Motorola during the term of this Agreement and for a period of two (2) years after the termination of this Agreement. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement. Any and all information deemed Confidential Information by Motorola must be clearly marked as such. This provision is subject to the California Public Records Act.

V. DEFAULT AND TERMINATION

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

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

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

5.2 Termination Without Cause. Notwithstanding paragraph 5.1, City reserves the right and may elect to terminate this Agreement at any time without cause upon thirty (30) days prior written notice. At such time, City will not issue any additional Transaction Documents and the Parties will meet and confer to determine whether any open Transaction Documents should be

completed or terminated. If an open Transaction Document is terminated, Motorola will be compensated only for those Products ordered and delivered and the Services which have been satisfactorily completed through the effective date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement without cause.

VI. PAYMENT

6.1. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

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

6.3. **Billing.**

6.3.a Motorola shall submit invoices to City as described in this Section 6.3. Each invoice shall reference this Agreement, contain a description of the Products delivered or Services performed that are the subject of the invoice, and will be submitted to the following address. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

City of Glendale
Glendale Police Department
Wireless Communications Division
120 North Isabel Street
Glendale, CA 91206

E-INVOICE. To receive invoices via email:
Customer Account Number: 1000415613
Customer Accounts Payable Email: AFinch@GlendaleCA.gov
Customer CC(optional) Email: GArnold@GlendaleCA.gov

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

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

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

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

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: City of Glendale

Wireless Communications Division

Address: 120 N. Isabel St., Glendale, CA 91206

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: City of Glendale

Wireless Communications Division

Address: 120 N. Isabel St., Glendale, CA 91206

Customer may change this information by giving written notice to Motorola.

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

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

VII. LIMITATION OF LIABILITY

Unless subject to Rider 1, attached hereto and incorporated herein by this reference, this Section shall control. Except for personal injury, property damage or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the greater of the price of the Equipment or implementation or other one-time Services with respect to which losses or damages are claimed or \$250,000. With respect to all subscription or other ongoing Services and unless as otherwise provided in the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving

rise to the claim. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This Limitation of Liability will survive the expiration or termination of this Agreement.

VIII. WARRANTIES

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

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

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

8.4 Software Warranty. Except as described in the SwSP, during the Warranty Period, Motorola warrants the Motorola Software against defects in accordance with the terms of the Software License Agreement attached hereto as Exhibit "A" and incorporated herein by this reference. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy as presented to the City at the time of signing of this Agreement. In the event of an ambiguity or conflict between the Software Warranty and the Software Support Policy, the Software Support Policy governs.**

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

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

8.7 SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of six (6) months from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

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

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

IX. INSURANCE AND INDEMNIFICATION

9.1 Public Liability and Property Damage Insurance (Commercial General Liability)

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

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

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

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

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

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

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

9.2 Workers' Compensation Insurance

9.2.a Motorola understands and agrees that all persons furnishing services to City under this Agreement are, for the purpose of workers' compensation liability, employees solely of Motorola or its contractors and sub-contractors and not of City. Motorola or its contractors or sub-contractors shall bear the sole responsibility and liability for furnishing workers' compensation benefits to its employees, or anyone it directly employs, for injuries arising out of or connected with services performed on behalf of Motorola.

9.2.b At its own expense, Motorola shall obtain, pay for, and maintain for the duration of the Agreement, complete workers' compensation insurance. Motorola shall provide proof of workers' compensation coverage by delivering to City either an insurance certificate or a certificate of consent to self-insure. The City of Glendale shall not be

responsible for any claims at law or in equity caused by Motorola's failure to comply with this paragraph.

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

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

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

9.4 Indemnification

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

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

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

9.5. Patent and Copyright Infringement.

9.5.a Motorola will defend at its expense any suit brought against City to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a U.S. patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: City promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. Subject to the same conditions, Motorola will pay all damages finally awarded against City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

9.5.b If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for City the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola

Product and grant City a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

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

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

X. GENERAL PROVISIONS

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

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

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

10.4 Assignment.

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

subcontracting will not relieve Motorola of its duties and obligations under this Agreement.

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

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

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

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

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

10.9 **Time is of the Essence.** Whenever a task is to be performed by a Party, it shall be performed consistent with any time constraints set forth in the applicable Transaction Document including exhibits, time being considered of the essence of this Agreement. Notwithstanding the preceding sentence, Motorola shall provide a detailed Project Schedule, which are the Parties' reasonable and agreed estimates of the dates or timeframes within which the major project milestones are to be performed.

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

CITY: City of Glendale
Wireless Communications Division
120 Isabel Street
Glendale, California 91206
Tel: 818-548-6444

Motorola:
10680 Trenea St.
Suite 200
San Diego, CA 92131

10.11 **Non-Discrimination in Employment.** Motorola certifies and agrees not to

discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability. Evidence of discrimination shall be sufficient cause for termination of this Agreement under Article 5.

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

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

10.14 Force Majeure. Neither Party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by a Force Majeure. Any delays beyond the control of either Party shall automatically extend the time schedule as set forth in this Agreement (or a Transaction Document) by the period of any such delay.

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

10.16 Title and Risk of Loss. For all transactions, title to the Equipment will pass to Customer upon delivery and title to Software will not pass to Customer at any time. For all transactions risk of loss concerning Equipment will pass to Customer upon delivery of the Equipment to the facilities designated by Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

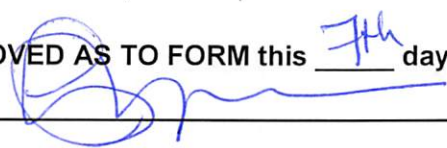
10.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

10.18 Digital Signatures. A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed at _____, California, on the day and year first written.

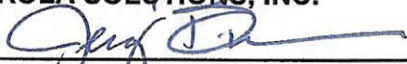
CITY OF GLENDALE

By:  4/12/22
Title: Deputy City Manager

APPROVED AS TO FORM this 7th day of April, 2022.
By: 

Title: _____

MOTOROLA SOLUTIONS, INC.

By:  _____

Title: Jerry Burch, MSSSI Vice President

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Glendale ("Licensee").

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

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

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

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

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

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

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

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

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

Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through

direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

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

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

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

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

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge

for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

SUBSCRIPTION SERVICES ADDENDUM

This Subscription Services Addendum to the Master Purchase and Service Agreement ("Primary Agreement") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity set forth in the signature block below or in the Primary Agreement ("**Customer**") ("**SSA**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Primary Agreement.

1. Addendum.

1.1. Scope. This SSA governs Customer's purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola and provides additional and/or different terms and conditions that govern the sale of Subscription Services. This SSA will be subject to, and governed by, the terms of the Primary Agreement. To the extent there is a conflict or inconsistency between the terms and conditions of the SSA and an associated Ordering Document, the terms and conditions of the Ordering Document will take precedence over the SSA. Additional Subscription Services-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer.

1.2. Definitions. Capitalized terms used in this SSA shall have the following meanings:

- 1.2.1. "**Authorized Users**" shall mean Customer's employees, full-time contractors engaged for the purpose of supporting the Subscription Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.
- 1.2.2. "**Customer Contact Data**" shall mean data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes.
- 1.2.3. "**Customer Data**" shall mean data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Subscription Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data;
- 1.2.4. "**Customer-Provided Equipment**" shall mean certain components, including equipment and software, not provided by Motorola that may be required for use of the Subscription Services.
- 1.2.5. "**Documentation**" shall mean documentation for the Subscription Services, Motorola Software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.
- 1.2.6. "**Equipment**" shall mean hardware provided by Motorola.

- 1.2.7. **“Feedback”** shall mean comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services.
- 1.2.8. **“Fees”** shall mean fees and charges applicable to the Subscription Services and set forth in an Ordering Document.
- 1.2.9. **“Motorola Data”** shall mean data owned or licensed by Motorola;
- 1.2.10. **“Ordering Documents”** shall mean statements of work, technical specifications, and other ordering documents setting forth the Subscription Services to be purchased by Customer and provided by Motorola.
- 1.2.11. **“Process” or “Processing”** shall mean any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.2.12. **“Service Use Data”** shall mean data generated by Customer’s use of the Subscription Services or by Motorola’s support of the Subscription Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use;
- 1.2.13. **“Subscription Services”** shall mean hosted software-as-a-service provided to Customer, and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis.
- 1.2.14. **“Subscription Software”** shall mean software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis associated with the Subscription Services.
- 1.2.15. **“Third-Party Data”** shall mean information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Services.

2. Delivery of Subscription Services.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Services set forth in an Ordering Document, in accordance with the terms of this SSA. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Services or upon Motorola otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Services.

2.2. Modifications. Motorola may modify the Subscription Services, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Services

may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Services may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms provided herein.

2.4. Beta Services. If Motorola makes any beta version of a software application ("Beta Service") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.5. Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this SSA or in the Ordering Documents, title to any Equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this SSA will be governed by the terms and conditions set forth in the Primary Agreement.

3. Subscription Software License, Restrictions, and Obligations.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with this SSA, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Services remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in this SSA, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the

Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions in connection with their use of the Subscription Services. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software and Subscription Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or Subscription Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software or Subscription Services with other software; copy, reproduce, distribute, lend, or lease the Subscription Software, Subscription Services or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Software or Subscription Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software or Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software, Subscription Services or its related systems or networks.

3.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Subscription Services under this SSA, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Subscription Services under this SSA, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

3.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Subscription Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Subscription Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Subscription Services, including the right for Motorola to access, store, and process such Non-Motorola Content, and to otherwise enable interoperation with the Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Subscription Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content

(including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Subscription Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Subscription Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Subscription Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in Section 14.3 – Intellectual Property Infringement of the Primary Agreement.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the Subscription Services and any associated recurring Services ordered under this SSA (or the first Subscription Services or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Services (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Services and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional or subsequent Subscription Services or recurring Services under this SSA during an in-process Subscription Term, the subscription for each such additional or subsequent Subscription Services or recurring Service will (a) commence upon delivery of such Subscription Services or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the Primary Agreement, if this SSA is attached to the Primary Agreement as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the Primary Agreement Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Primary Agreement is earlier terminated in accordance with the terms of the Primary Agreement.

4.3. Termination. Notwithstanding the termination provisions of the Primary Agreement, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services or Services, after Customer has been given an opportunity to cure, if: (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Services terms of service, Subscription Software license scope, or other terms set forth in an Addendum or

Ordering Document, or (b) it determines that Customer's use of the Subscription Services poses, or may pose, a security or other risk or adverse impact to any Subscription Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Services and Documentation, and that Customer's breach of this SSA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SSA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one-year, early termination by Customer will result in an early termination fee, representing a return of the discount off of list price.

4.5. Cancellation Fee. If a minimum Initial Subscription Period applies and Customer terminates prior to the end of the minimum Initial Subscription Period, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the minimum Initial Subscription Period.

4.6. No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Term, other subscription period set forth in the Ordering Documents, or otherwise agreed to in writing by the Parties, no refund or credit will be provided, unless the termination is as a result of a breach by Motorola.

4.7. Suspension of Services. Motorola may terminate or suspend any Subscription Services or Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Services is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.8. Wind Down of Subscription Services. In addition to the termination rights in the Primary Agreement, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Services or Services to customers.

4.9. Effect of Termination or Expiration. Upon termination for any reason or expiration of the Primary Agreement, this SSA, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction. Motorola shall bear the cost of any return of Motorola Materials. If Customer has any outstanding payment obligations under this SSA, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Subscription Services already delivered. Customer has a duty to mitigate any damages under this SSA, including in the event of default by Motorola and Customer's termination of this SSA.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the Primary Agreement), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Services and associated recurring Service,

before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Services and any recurring Services if Customer fails to make any payments when due.

5.2. No Price Guarantee. Notwithstanding any language to the contrary, the pricing and Fees associated with this SSA will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Subscription Services for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within 45 days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document.

5.5. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Services during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Primary Agreement.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS". IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE PRIMARY AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF PRIMARY AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; (E) BETA SERVICES; (F) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SERVICES; (G) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER

THIRD-PARTY MATERIALS, OR THE COMBINATION OF SUBSCRIPTION SERVICES WITH ANY OF THE FOREGOING; (H) LOSS OF DATA OR HACKING, ABSENT GROSS NEGLIGENCE ON THE PART OF MOTOROLA; (I) MODIFICATION OF SUBSCRIPTION SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (J) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES, ABSENT GROSS NEGLIGENCE ON THE PART OF MOTOROLA; (K) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS SSA OR MISUSE OF THE SUBSCRIPTION SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the Primary Agreement or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Proprietary Rights; Data; Feedback.

7.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "Motorola Materials"). The Subscription Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Ordering Document or under the Primary Agreement, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this SSA does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Subscription Services or other Motorola Materials, or permit any third party to do so.

7.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this SSA including the right to Process and use the Customer Data as set forth in Section 7.3 – Processing Customer Data below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to Section 7.3.3 – Sub-processors.

7.3. Processing Customer Data.

7.3.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store,

reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Subscription Services under this SSA, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this SSA, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

7.3.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Subscription Services), and Motorola's use of such Customer Data in accordance with this SSA, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in this SSA.

7.3.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this SSA. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

7.4. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under this SSA, Motorola will delete all Customer Data following termination or expiration of this SSA, the applicable Addendum, or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to Section 17.7 – Notices of the Primary Agreement. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

7.5. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

7.6. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Subscription Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in an Ordering Document or Subscription Services-specific Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this SSA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates this SSA, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this SSA to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Subscription Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

7.7. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

7.8. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this SSA or Primary Agreement to the contrary, all fixes, modifications and improvements to the Subscription Services conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

7.9. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Primary Agreement to allocate the respective roles as joint controllers.

8. Security.

8.1. Industry Standard. Motorola will maintain industry standard security measures to protect the Subscription Services from intrusion, breach, or corruption. During the term of this SSA, if the Subscription Services enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional security measure desired by Customer may be available for an additional fee.

8.2. Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

8.3. Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Customer Contact Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Subscription Services if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Subscription Services or Motorola's own security measures.

8.4. Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

9. General Provisions.

9.1. Third-Party Beneficiaries. This SSA is entered into solely between, and may be enforced only by, the Parties. Each Party intends that this SSA will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this SSA.

9.2. Cumulative Remedies. Except as specifically stated in this SSA, all remedies provided for in this SSA will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this SSA, the election by a Party of any remedy provided for in this SSA or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

9.3. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Services, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Subscription Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this SSA to verify compliance with this SSA. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses

and costs of the Auditor, unless Customer is found to be in violation of the terms of this SSA, in which case Customer will be responsible for such expenses and costs.

9.4. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 7 – Proprietary Rights; Data, Feedback, Section 8 – General Provisions**, and where the context of any section indicates an intent that such section shall survive the term of this SSA, then such section shall survive.

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Master Purchase and Service Agreement ("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 Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support and SUA II 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.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the

maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site

access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 7:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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

3.2 **SUA II SERVICES**

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA II transactions.

3.2.2 The term of this Addendum will be defined by the corresponding SOW with term and pricing defined therein. Because the SUA II is a subscription service as more fully described in the applicable SUA II Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 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 Addendum 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.

3.2.4 Acceptance of a SUA II transaction occurs when the Equipment (if any) and Software are delivered and the SUA II services are fully performed; there is no Acceptance Testing with a SUA II transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA II 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 SUA II services is set forth in the SUA II Statement of Work.

3.2.6 In addition to the description of the SUA II services and exclusions provided in the SUA II 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) SUA II 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 SUA II Statement of Work, SUA II 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 SUA II services.

3.2.7 The SUA II 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.

3.2.8 If Customer terminates this service and contractual commitment before the end of the term defined in the corresponding SOW, 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 commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within 45 days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 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).

5. **ENTIRE AGREEMENT.** This Addendum, any related attachments, and the Primary 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.

**Addendum
for
Cyber Security Services**

This Addendum for Cyber Security Services ("Addendum") is entered into between Motorola Solutions, Inc. ("Motorola") and City of Glendale ("Customer") relating to the Customer's purchase of cyber security services under the terms of the Primary Agreement, Master Purchase and Service Agreement (hereinafter "Primary Agreement").

Section 1 SCOPE OF ADDENDUM

1.1 This Addendum governs Customer's purchase of cyber security services, including professional services and managed security or subscription services and any related software, products, items or devices to be provided by Motorola to Customer ("Cyber Security Services" or "Services"), the nature and scope of which are more fully described in a Statement of Work. This Addendum sets out the additional and superseding terms and conditions as it relates to the Customer's purchase of such Services.

1.2 "Statement(s) of Work" or SOWs" as used in the Addendum means a statement of work, ordering document, accepted proposal, or other agreed upon engagement document issued under the Primary Agreement or otherwise pursuant to this Addendum. The initial statement of work will be attached hereto as Exhibit A-1, and any additional, mutually agreed upon statements of work, each of which will be governed by the terms and conditions of this Addendum shall be attached hereto as Exhibits A-2, A-3 etc. Statements of Work may set out certain "Deliverables," which include all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under a SOW and this Addendum. The Deliverables, if any, are more fully described in the Statements of Work.

Section 2 CYBER SECURITY SERVICES

2.1 Cyber Security Services often require active customer engagement. This Addendum and the SOW(s) set out items or actions to be accomplished by Customer. Customer will also assist or provide or perform items or actions as reasonably requested by Motorola in the course of performance and necessary to ensure timely and efficient performance of the Services. Customer will ensure that information Customer provides to Motorola in connection with receipt of Services is accurate and complete in all material respects.

2.2 Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the products and Services and perform its other duties under any SOW and this Addendum. Unless the applicable SOW states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals. Services and Deliverables are limited by, among other things: nature of the security threats, the accuracy and completeness of information provided to Motorola; the level of effort utilized; and subjective judgments relating to relative risk and mitigation priorities which are inherent in any such services and may or may not be correct.

2.3 Customer shall take any actions necessary to mitigate risk to its operations and protect and preserve its computer systems, data environment, networks and Customer Data, including creation of operational workarounds, backups and redundancies. Customer shall inform Motorola in advance to the extent adequate backups and redundancies are not possible for certain elements of its systems or data. Customer acknowledges and agrees that Services may impact, disrupt or damage information systems, data environments, data or Customer Data. Motorola disclaims responsibility for costs in connection with

any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

2.4 Inherent Limitations on Scope of Services. Because of the evolving, often malicious and often highly sophisticated nature of cyber security threats, as well as the evolving complexity and customization inherent in many customer computer system environments, among other things, the protections offered by Cyber Security Services are necessarily limited. Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns. Motorola does not guarantee that any recommendations it makes will be successful.

2.5 Motorola may modify Services and any related systems so long as their functionality (as described in the applicable SOW) is not materially degraded. Documentation for the Services, if any, may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any subscription Services may be subject to additional fees.

2.6 Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Services ("Customer-Provided Equipment"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Services under this Addendum, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Services under this Addendum, and Customer acknowledges that any such events may cause a change in the price, fees or performance schedule.

2.7 Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with subscription services), and to otherwise enable interoperation with the Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in Section 7.2 – Intellectual Property Infringement.

2.8 **Beta Services.** If Motorola makes any beta version of its Services ("Beta Service") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.9 **Subscription Services License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use of any subscription or recurring Services identified in a SOW, and the associated Documentation, if any, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a SOW (if applicable), and will continue for the applicable Subscription Term. No custom development work will be performed under this Addendum. If applicable, Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Services during the applicable term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of Services exceeded the total number of any applicable licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in this Addendum or SOW. Notwithstanding any provision to the contrary, to the extent certain Services are governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

2.10 **Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation, if any, and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Services) in connection with their use of Services. Customer will not, and will not allow others including the Authorized Users, to make the Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide any subscription Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Services or software used to provide the Services with other software; copy, reproduce, distribute, lend, or lease the Services or Documentation for or to any third party; take any action that would cause the subscription Services, software used to provide the Services, or Documentation to be placed in the public domain; use the Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials to subscription Services (including among Authorized Users); use the Services to store or transmit malicious code; or attempt to gain unauthorized access to the subscription Services or its related systems or networks.

Section 3 SOW PRICE OR FEE SCHEDULE

3.1 Each Statement of Work shall set out an agreed upon price and/or fee schedule applicable to that SOW in U.S. dollars. The parties acknowledge that pricing is dependent on the full term or subscription periods specified in any such SOW. Unless otherwise provided in a SOW (and notwithstanding the provisions of the Primary Agreement), Customer will prepay an annual subscription fee set forth in a SOW for each subscription Service and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription fee for subscription Services and associated recurring Services may include certain one-time fees, such as start-up fees, license fees, or other fees set forth

in a SOW. Motorola will have the right to suspend the Services if Customer fails to make any payments when due, only after providing notice and an opportunity to cure.

3.2 Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable SOW, and Customer will pay all invoices within 45 days of the invoice date or as otherwise specified in the applicable SOW. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a SOW. In addition to Motorola's other remedies hereunder, Motorola may suspend any work on Services during any period that fees are past due.

Section 4 TIME SCHEDULE; FORCE MAJEURE;

4.1 All Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a reasonable time period. Delivery of subscription Services will occur upon Customer's receipt of credentials required for access to the subscription Services or upon Motorola otherwise providing access to the subscription Services platform. Non-recurring or non-subscription Services described in a SOW will be deemed complete upon Motorola's performance of all Services listed in such SOW ("**Service Completion Date**").

4.2 Term. The term of this Addendum will commence upon the Date set forth on the signature page below and will continue until the later of: (1) the expiration or termination of the Primary Agreement; or, (2) the expiration or termination of all SOWs under this Addendum. Unless otherwise set out in a SOW or another addendum, Customer's subscription Services under this Addendum, if any, will commence upon delivery of such subscription Services (and/or recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in a SOW (the "**Initial Subscription Period**"). Following the Initial Subscription Period, the SOW for Customer's subscription to the subscription Services and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least sixty (60) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than sixty (60) days prior to commencement of such Renewal Subscription Year.

4.3 Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause ("**Force Majeure**"). Each party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

Section 5 CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

5.1. CONFIDENTIAL INFORMATION.

5.1.1. "Confidential Information" means any and all non-public information provided by one Party ("Discloser") to the other ("Recipient") that is disclosed under this Addendum in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include products and Services, and Documentation, as well as any other information relating to the products and Services. The nature and existence of this Addendum are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to

Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

5.1.2. During the term of this Addendum, the parties may provide each other with Confidential Information. All Deliverables will be deemed to be Motorola's Confidential Information. Each party will: maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Addendum or pursuant to the license granted immediately below.

5.1.3. The disclosing party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing party hereby grants to the receiving party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful business purpose in the manner and to the extent permitted by this Addendum.

5.2. PROPRIETARY RIGHTS; DATA; FEEDBACK.

5.2.1 DATA DEFINITIONS. The following terms will have the stated meanings: "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "Service Use Data" means data generated by Customer's use of the Services or by Motorola's support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use; "Customer Data" means Customer data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing services; "Third-Party Data" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the products or Services; "Motorola Data" means data owned or licensed by Motorola; "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the products or Services; and "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

5.2.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third

parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "Motorola Materials"). The Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. The Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, neither this Addendum nor the Primary Agreement grants to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Services or other Motorola Materials, or permit any third party to do so.

5.2.3 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 5.2.4 – Processing Customer Data below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to Section 5.2.4.3 – Sub-processors.

5.2.4 Processing Customer Data.

5.2.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Addendum, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

5.2.4.2 Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Addendum.

5.2.4.3 Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Addendum. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

5.2.5. **Data Retention and Deletion.** Except for anonymized Customer Data, Motorola will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination of this Addendum. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed agreement.

5.2.6. **Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

5.2.7. **Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

5.2.8. **Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

5.2.9. **Improvements.** The Parties agree that, notwithstanding any provision of this Addendum, the Primary Agreement or any related agreement to the contrary, all fixes, modifications and improvements to the Services or products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

5.2.10 Deliverables. Deliverables, if any, will be deemed Confidential Information. Provided that Client has paid all fees in full under the applicable SOW, Motorola licenses Customer the use of the Deliverables for Client's internal business purposes only. Motorola Materials, to the extent incorporated in the Deliverables or otherwise utilized in a SOW or in the performance of this Addendum, are and will remain the sole and exclusive property of Motorola. No license to use Motorola Materials is granted herein or by licensing of the Deliverables.

5.2.11 Documentation. Products and Services may be delivered with documentation for equipment, software products, Services or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "Documentation"). Documentation is and will be owned by Motorola. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Services.

5.2.12 Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

5.2.13 Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

Section 6 WARRANTY

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Addendum and perform its obligations hereunder, and (b) the Addendum will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable SOW; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, subscription or recurring Services are not warranted but rather will be subject to the requirements of the applicable SOW.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration the warranty period set forth in this Addendum. Upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA). MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, WHETHER OR NOT THEY DISCOVERED BY MOTOROLA. CUSTOMER AGREES NOT TO REPRESENT TO ANY THIRD PARTY THAT MOTOROLA HAS PROVIDED SUCH GUARANTEE OR WARRANTY. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED.

6.5 Customer acknowledges, understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except to the extent set forth in Section 6.2, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

6.6 Pass-Through Warranties. Notwithstanding any provision of this Addendum, the Primary Agreement or any related agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

Section 7 INDEMNIFICATION

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property (not including data or electronic information) to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section 7.1 – General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this Section 7.2 – Intellectual Property Infringement are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing

Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Addendum, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the product or Service with any products or materials not provided by Motorola; (c) a product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the product or Service by a party other than Motorola; (e) use of the product or Service in a manner for which the product or Service was not designed or that is inconsistent with the terms of this Addendum; or (f) the failure by Customer to use or install an update to the product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Addendum; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Addendum. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

Section 8 LIMITATION OF LIABILITY

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. THE LIMITATION OF LIABILITY IS DESCRIBED IN THE PRIMARY AGREEMENT.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS

TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, ABSENT GROSS NEGLIGENCE ON THE PART OF MOTOROLA; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 8.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Agreement or separate order for such Services, if applicable.

SECTION 9 DEFAULT AND TERMINATION

9.1 **Default by a Party.** If either party fails to perform a material obligation under this Addendum, the other party may consider the non-performing party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Addendum which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, Motorola may stop work on the project until it approves the Customer's cure plan.

9.2. **Failure to Cure.** If a defaulting party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Addendum. In the event of a termination for default, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information. If Customer is the non-defaulting party, terminates this Addendum as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

9.3 **Termination.** Notwithstanding the termination provisions of the Primary Agreement, Motorola may terminate this Addendum or SOWs hereunder, or suspend delivery of subscription Services or Services, immediately upon notice to Customer if (a) Customer breaches the Addendum or a SOW requirement relating to its responsibilities, license obligations, or restrictions relating to the Services or Documentation and does not cure after being given notice, or (b) it determines that Customer's use of the Services poses, or may pose, a security or other risk or adverse impact to any Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Services and Documentation, and that Customer's breach of the Addendum will result in irreparable harm to Motorola for which monetary damages would be

inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

9.4. **Wind Down of Services.** In addition to any other termination rights, Motorola may terminate any SOW or Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

Section 10 DISPUTES

10.1. **Settlement Preferred.** The parties will attempt to settle any dispute arising from this Addendum (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. **LITIGATION.** A party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within the time prescribed by law after the initial demand for non-binding mediation. Each party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the party.

Section 11 GENERAL

11.1. **Taxes.** The Addendum or SOW price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within 45 days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

11.2. **Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Addendum without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Addendum or any of its rights or obligations under this Addendum without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Addendum will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any portion of the Services without the prior written consent of Customer.

11.3. **Third-Party Beneficiaries.** The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software products will be a direct and intended third-party beneficiary of this Addendum.

11.4 **Waiver.** Failure or delay by either party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

11.5. Severability. If any provision of the Addendum is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Addendum will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

11.6. Independent Contractors. Each party will perform its duties under this Addendum as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. Nothing in this Addendum will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Addendum will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

11.7. Headings and Section References. The section headings in this Addendum are inserted only for convenience and are not to be construed as part of this Addendum or as a limitation of the scope of the particular section to which the heading refers. This Addendum will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

11.8. Governing Law. All matters relating to or arising out of the Addendum are governed by the laws of the State of California, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Addendum will be governed by the laws of the State in which the products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

11.9. Entire Addendum. This Addendum, including Exhibits and Primary 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 the subject matter. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Addendum shall be treated as and shall have the same effect as an original signed copy of this document. 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 order, acknowledgment or other form will not amend or modify this Addendum.

11.10. Notices. Notices required under this Addendum to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

11.11. Compliance with Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Addendum. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

11.12 Personnel assigned by Motorola to perform the Services or provide the Deliverables to Customer shall be employees of Motorola, its affiliates or their contractors. During the term of this Addendum and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

11.13. Authority to Execute Addendum. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform its duties under this Addendum; the person executing this Addendum on its behalf has the authority to do so; upon

execution and delivery of this Addendum by the parties, it is a valid and binding contract, enforceable in accordance with its terms which hereby supersede any conflicting terms in the Primary Agreement or any related agreement; and the execution, delivery, and performance of this Addendum does not violate any bylaw, charter, regulation, law or any other governing authority of the party. The terms of 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 Agreement, even if a representative of each Party signs that document.

11.14. Survival of Terms. The following provisions survive the expiration or termination of this Addendum for any reason: if any payment obligations exist, Section 3 (SOW Price or Fee Schedule); Section 5 (Confidential Information and Proprietary Rights); Section 6 ((Warranty); Section 7 (Indemnification); Section 8 (Limitation of Liability); Section 9 (Default and Termination); Section 10 (Disputes); and all General provisions in Section 11.

**MASTER PURCHASE AND SERVICE AGREEMENT
BETWEEN CITY OF GLENDALE AND MOTOROLA**

Rider 1

- A. This provision supersedes paragraph VII. Limitation of Liability in the Master Purchase and Service Agreement and shall apply solely to the CITY OF GLENDALE, a municipal corporation ("City").

Limitation of Liability. Except for personal injury, property damage or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the greater of two times the price of the Equipment or implementation or other one-time Services with respect to which losses or damages are claimed or \$250,000. With respect to all subscription or other ongoing Services and unless as otherwise provided in the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twenty-four (24) months of Services preceding the incident giving rise to the claim. Where a risk of catastrophic loss to City's Communications System has been determined to exist, City may propose alternative limitation of liability terms to be incorporated into its Transaction Document ("Alternative LOL Terms"). Such Alternative LOL Terms, to be mutually agreed upon by the Parties, shall supersede Section VII of the Agreement as to all Products and Services provided by Motorola pursuant to the Transaction Document. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This Limitation of Liability will survive the expiration or termination of this Agreement.

ATTACHMENT C

TERM CONTRACT AWARD			CONTRACT NO: MA-IS-2240228-1		VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 2371000		
MOTOROLA SOLUTIONS INC 725 S. FIGUEROA ST., STE. 1855 LOS ANGELES CA 90017			BUYER: Lorena Sandoval PHONE: 323-267-2206 EMAIL: lsandoval@isd.lacounty.gov		
			VENDOR NO: 033256 CONTACT: Jeff Ashton PHONE: 954-605-3762		
			FISCAL YEAR: EFFECTIVE DATE: 07/01/22 EXPIRATION: 06/30/25		
RADIO COMMUNICATIONS (MOTOROLA)					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 725-45-00-028600 RADIO COMMUNICATIONS EQUIPMENT MFG: MOTOROLA % DISCOUNT: SEE EXHIBIT A 2022-2025 DISCOUNT DATED JULY, 1, 2022	0.000		DISCOUNT	0.0000 %
2	COMMODITY CODE: 962-86-00-043391 FREIGHT (SEE PAGE 17 OF EXHIBIT A FOR FREIGHT/SHIPPING CHARGE DETAILS)	0.000	EA	ITEM	\$ 0.000000
Lorena Sandoval Digitally signed by Lorena Sandoval Date: 2022.06.06 14:53:58 -07'00' COUNTY OF LOS ANGELES  5/24/2022 VENDOR SIGNATURE/DATE					

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 2
TERMS & CONDITIONS OF PURCHASE FOR CONTRACT MA-IS-2240228 NOTE: THE COUNTY OF LOS ANGELES IS USING A NEW DATABASE NUMBERING SYSTEM; THEREFORE, THE COUNTY OF LOS ANGELES MASTER PURCHASE AGREEMENT NUMBER 2240228 (TERM: 2022 - 2025) WILL HAVE A NEW NUMBER ASSOCIATED WITH IT. THIS NEW NUMBER IS A PROCEDURAL CHANGE AND DOES NOT CHANGE THE NATURE OF THE EXTENSION OF THE AGREEMENT NUMBER 2240228. ALL THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME. *** ****NOTE: THIS CONTRACT SHALL BE FOR THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT & RELATED ACCESSORIES ONLY. PRODUCTS WITH RADIO COMMUNICATIONS AS AN ADDITIONAL FEATURE (I.E DESK OR LAPTOP COMPUTERS) SHALL NOT BE PURCHASED UNDER THIS CONTRACT. **** CONDITIONS OF PURCHASE: THIS CONTRACT SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND ANY ATTACHMENTS HERETO. NO OTHER CONDITIONS OR MODIFICATIONS OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE COUNTY OF LOS ANGELES (COUNTY). FAILURE OF COUNTY TO OBJECT TO PROVISIONS CONTAINED IN ANY ACKNOWLEDGMENT, DOCUMENT OR OTHER COMMUNICATION FROM VENDOR SHALL NOT BE CONSTRUED AS A WAIVER OF THESE TERMS AND CONDITIONS NOR AN ACCEPTANCE OF ANY SUCH PROVISION. 1. TERMS OF AGREEMENT: THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE THE AGREEMENT IS EXECUTED AND SHALL EXPIRE IN THREE (3) YEARS THEREAFTER, UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT; EXCEPT THAT: A. COUNTY MAY EXTEND THIS CONTRACT FOR AN ADDITIONAL 24 MONTHS. (TO BE DONE IN 12 MONTH INCREMENTS). B. COUNTY SHALL NOTIFY VENDOR OF ANY DETERMINATION TO EXTEND THIS AGREEMENT NOT LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION OF THE ORIGINAL OR EXTENDED AGREEMENT. C. COUNTY'S PROJECT MANAGER MAY AUTHORIZE MONTH TO MONTH EXTENSION AT THE END OF EACH AGREEMENT TERM, NOT TO EXCEED SIX (6) MONTHS. VENDOR AGREES THAT SUCH EXTENSIONS SHALL BE AT THE SAME RATES, TERMS AND CONDITIONS. ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION. 2 DELIVERY: DELIVERY SHALL BE AS STATED HEREIN. WHEN USING COMMON CARRIERS, COUNTY RESERVES THE RIGHT TO DESIGNATE THE TRANSPORTATION CARRIER. FAILURE ON THE PART OF VENDOR TO ADHERE TO SHIPPING TERMS SPECIFIED HEREON OR WRITTEN AGREEMENT MAY, AT COUNTY'S DISCRETION, RESULT IN ADDITIONAL HANDLING COSTS BEING DEDUCTED FROM VENDOR'S INVOICE. COST OF INSPECTION ON DELIVERIES OR OFFERS FOR DELIVERY WHICH DO NOT MEET SPECIFICATIONS WILL BE FOR THE ACCOUNT OF VENDOR. UNLESS OTHERWISE SET FORTH HEREIN, ALL ITEMS SHALL BE SUITABLE PACKED AND MARKED. PURCHASE ORDER NUMBER MUST BE ON ALL SHIPPING DOCUMENTS AND CONTAINERS. 3 INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 3
4 PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. CONTRACTOR SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR. 5 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER AND CONTRACT 2240228 IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH ON PURCHASE ORDER OR CONTRACT (WHICHEVER IS GREATER). 6 WARRANTIES: VENDOR SHALL, AT NO COST TO COUNTY, PROMPTLY CORRECT ANY AND ALL DEFECTS IN THE ITEMS OR SERVICES PROVIDED HEREUNDER. THE TERM OF THIS WARRANTY SHALL BE AS SET FORTH ON THE FACE HEREOF OR IS NOT TERM AS SHOWN, NINETY (90) DAYS FROM DATE OF COUNTY'S ACCEPTANCE OF THE ITEM OR SERVICE. VENDOR WARRANTS THAT THE ITEMS MAY BE SHIPPED, SOLD AND USED IN CUSTOMARY MANNER WITHOUT VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENT OR ADMINISTRATIVE BODY. DISCLAIMER OF OTHER WARRANTIES: THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 7 CANCELLATION: UNLESS OTHERWISE SPECIFIED HEREIN, COUNTY MAY CANCEL ALL OR PART OF A PURCHASE ORDER AT NO COST AND FOR ANY REASON BY GIVING WRITTEN NOTICE TO VENDOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SCHEDULED DELIVERY. A CANCELLATION CHARGE NOT EXCEEDING ONE PERCENT (1%) OF THE VALUE OF THE CANCELLED PORTION OF THE PURCHASE ORDER MAY BE CHARGED COUNTY FOR CANCELLATION WITH LESS THAN THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE. 8 EMPLOYMENT ELIGIBILITY: VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL STATUTES AND REGULATIONS REGARDING THE EMPLOYMENT OF ALIENS AND OTHERS. 8A--FAIR LABOR STANDARDS: VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT. 9 HAZARDOUS MATERIALS: VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES. 10 COVENANT AGAINST GRATUITIES: VENDOR WARRANTS THAT NO GRATUITIES (IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE) WERE OFFERED OR GIVEN BY VENDOR, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICE OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A PURCHASE ORDER OR FAVORABLE TREATMENT WITH RESPECT TO ANY DETERMINATION CONCERNING THE PERFORMANCE OF THE PURCHASE ORDER. IN THE EVENT OF BREACH OF THIS WARRANTY, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES INCLUDING, BUT NOT LIMITED TO, TERMINATION, AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF VENDOR'S DEFAULT. 11 CONFLICT OF INTEREST: NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF A		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 4
PURCHASE ORDER OR ANY COMPETING AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR, OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PURCHASE ORDER. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE AWARD OF A PURCHASE ORDER SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, ONGOING EVALUATION, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION. 11A--VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THE PURCHASE ORDER. VENDOR WARRANTS THAT IT IS NOT AWARE OF ANY FACTS WHICH CREATE A CONFLICT OF INTEREST. IF VENDOR HEREAFTER BECOMES AWARE OF ANY FACTS WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES. 12 GOVERNING LAW AND VENUE: THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA. 13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR CONNECTED WITH ALLEGED OR ACTUAL NEGLIGENCE DUE TO OR ASSOCIATED WITH VENDOR'S NEGLIGENT OPERATIONS, GOODS, AND/OR COMMODITIES OR SERVICES PROVIDED HEREUNDER. IF AN INFRINGEMENT CLAIM OCCURS VENDOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR COUNTY THE RIGHT TO CONTINUE USING THE EQUIPMENT, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT COUNTY A CREDIT FOR SUCH EQUIPMENT OR VENDOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND SOFTWARE. VENDOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON (I) THE COMBINATION OF THE EQUIPMENT OR VENDOR SOFTWARE WITH ANY THIRD PARTY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY VENDOR; (II) THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY MOTOROLA AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR VENDOR SOFTWARE; (III) ANY EQUIPMENT THAT IS NOT VENDOR'S DESIGN OR FORMULA; (IV) A MODIFICATION OF THE VENDOR SOFTWARE BY A PARTY OTHER THAN VENDOR; OR (V) THE FAILURE BY COUNTY TO INSTALL AN ENHANCEMENT RELEASE TO THE VENDOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF VENDOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT AND VENDOR SOFTWARE OR ANY PARTS THEREOF. THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR OR BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT OR ANY ACTUAL OR ALLEGED TRADE SECRET DISCLOSURE. 14 LIABILITY INSURANCE:		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 5
THE COUNTY OF LOS ANGELES, ITS AGENTS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR LOSS BY FIRE, FLOOD OR ACTS OF GOD. AFTER SUCH LOSS OF EQUIPMENT OR PARTS THEREOF HAS BEEN REPORTED TO YOU, REPLACEMENT IS TO BE MADE BY SUPPLIER WITHIN TIME QUOTED FOR ORIGINAL DELIVERY. HOWEVER, IF POSITIVE PROOF CAN BE FURNISHED SHOWING THAT A COUNTY EMPLOYEE IS RESPONSIBLE FOR ANY ACT OF NEGLIGENCE THAT AFFECTS THE OPERATION OR CONDITION OF THE EQUIPMENT, REPAIR OR REPLACEMENT WILL BE FOR THE ACCOUNT OF THE COUNTY. THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED ONE MILLION DOLLARS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATUTORY PERIOD PROVIDED UNDER CALIFORNIA LAW. 15 INSURANCE COVERAGE REQUIREMENTS; GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING: GENERAL AGGREGATE: \$5 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURENCE: \$5 MILLION 16 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE. IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING: EACH ACCIDENT: \$1 MILLION DISEASE - POLICY LIMIT: \$1 MILLION DISEASE - EACH EMPLOYEE: \$1 MILLION 17 INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR LOS ANGELES COUNTY SERVICE AGREEMENTS INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 6
GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE. CONTRACTOR SHALL PROVIDE TO COUNTY A SPECIFIC ADDITIONAL INSURED ENDORSEMENT FOR COMPLETED OPERATIONS. EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT. THE COUNTY ACCEPTS THE STANDARD ACORD FORM CERTIFICATE OF INSURANCE AS SATISFACTORY EVIDENCE OF INSURANCE. THE COUNTY ACCEPTS A BLANKET ADDITIONAL INSURED ENDORSEMENT. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO: ATTN: LORENA SANDOVAL MA-IS-2240228 COUNTY OF LOS ANGELES - ISD 1100 NORTH EASTERN AVENUE RM # G115 LOS ANGELES, CA 90063 SUCH CERTIFICATES OR OTHER EVIDENCE SHALL: (1) SPECIFICALLY IDENTIFY THIS AGREEMENT. (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT. (3) CONTRACTOR AGREES THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE. (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS ADDITIONAL INSURED FOR ACTIVITIES ARISING FROM THIS AGREEMENT PER THE PROVISIONS OF THE BLANKET ADDITIONAL INSURED ENDORSEMENT. (5) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR REPRESENTS THAT ITS FINANCIAL STRENGTH IS SUFFICIENT TO COVER ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR AGREES TO CONTINUE CARRYING AT ALL TIMES DURING THE TERM OF THIS AGREEMENT INSURANCE OF THE KINDS AND IN THE AMOUNTS LISTED IN THIS AGREEMENT. 18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY. FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 7
AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY: (1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE. (2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT. (3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER. (4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY. INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER: (1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR (2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME. 19 DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES. 20 INVALIDITY, REMEDIES NOT EXCLUSIVE: THE INVALIDITY IN WHOLE OR IN PART OF ANY TERM OR CONDITION OF THIS PURCHASE ORDER SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS PURCHASE ORDER AND THE APPLICATION OF SUCH PROVISIONS TO THE OTHER PERSONS OR CIRCUMSTANCES SHALL NOT BE AFFECTED THEREBY. THE RIGHTS AND REMEDIES PROVIDED HEREIN SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IN LAW OR EQUITY. 20A---NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 2240228, CONTRACTOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 8
AND WILL BE TREATED EQUALLY BY IT WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA. CONTRACTOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBCONTRACTORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX. VENDOR SHALL ALLOW THE COUNTY ACCESS TO ITS EMPLOYMENT RECORDS DURING THE REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THESE PROVISIONS WHEN SO REQUESTED BY THE COUNTY. IF THE COUNTY FINDS THAT ANY OF THE ABOVE PROVISIONS HAVE BEEN VIOLATED, THE SAME SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT 40760 (AND ITS PURCHASE ORDER(S) UPON WHICH, THE COUNTY MAY DETERMINE TO CANCEL, TERMINATE, OR SUSPEND THE PURCHASE ORDER AND/OR CONTRACT. THE PARTIES AGREE THAT IN THE EVENT THE VENDOR VIOLATES THE ANTI-DISCRIMINATION PROVISIONS OF THE PURCHASE ORDER, THE COUNTY SHALL, AT ITS OPTION AND IN LIEU OF TERMINATION OR SUSPENDING THIS PURCHASE ORDER AND /OR CONTRACT, BE ENTITLED TO LIQUIDATED DAMAGES, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, OF THE GREATER TEN PERCENT (10%) OF THE PURCHASE ORDER AMOUNT OR ONE THOUSAND DOLLARS. 21 COMPLIANCE WITH LAWS: VENDOR SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND VENDOR AGREES TO HOLD COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND DAMAGES RESULTING FROM FAILURE OF COMPLIANCE. 22 FORCE MAJURE: NEITHER PARTY WILL BE LIABLE FOR DELAYS IN PERFORMANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, ACT OF GOD OR RESTRICTION OF CIVIL OR MILITARY AUTHORITY. 23 ASSIGNMENT AND DELEGATION: VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THE PURCHASE ORDER WITHOUT COUNTY'S PRIOR WRITTEN AUTHORIZATION AND ANY ASSIGNMENT OR DELEGATION WITHOUT SUCH AUTHORIZATION SHALL BE NULL AND VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE THE PURCHASE ORDER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH ON DEFAULT. COUNTY'S CONSENT TO AN ASSIGNMENT SHALL NOT BE UNREASONABLY WITHHELD. 24 TIME IS OF THE ESSENCE: IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT. 25 NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR. 26 STANDARD TERMS AND CONDCTIONS, PAGE 12 -PRICE GUARANTEE: DELETED 27 WAIVER: THE FAILURE OF EITHER PARTY TO INSIST, IN ANY ONE OR MORE INSTANCES, UPON THE PERFORMANCE OF ANY TERMS, CONDITIONS OR COVENANT OF THIS PURCHASE ORDER OR TO EXERCISE ANY RIGHT HEREUNDER SHALL NOT BE CONSTRUED AS A WAIVER OF THE FUTURE PERFORMANCE OF ANY SUCH TERM, CONDITION OR COVENANT, BUT THE OBLIGATION WITH RESPECT TO FUTURE PERFORMANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. NO WAIVER SHALL BE ENFORCEABLE UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY GRANTING THE WAIVER. 28 ACCEPTANCE: UNLESS EXPLICITLY STATED BY COUNTY AS OTHERWISE, COUNTY, MAY CONDUCT, AT ITS LOCATION OR ANY OTHER COUNTY DESIGNATED		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 9
LOCATION AND AT ITS EXPENSE, AN INCOMING ACCEPTANCE TEST ON ALL ITEMS PURCHASED HEREUNDER. THE ACCEPTANCE TEST PERIOD SHALL NOT EXCEED THIRTY (30) DAYS FROM RECEIPT OF SUCH ITEM(S) BY COUNTY. COUNTY MAY, AT ITS SOLE DISCRETION, REJECT ALL OR ANY PART OF ITEMS OR SERVICES NOT CONFORMING TO THE REQUIREMENTS/SPECIFICATIONS STATED IN A PURCHASE ORDER. 29 SPARE PARTS: VENDOR SHALL MAKE SPARE PARTS AVAILABLE TO COUNTY FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE ITEMS TO COUNTY. IF VENDOR IS UNABLE TO SO PROVIDE SPARE PARTS, IT SHALL PROVIDE COUNTY WITH THE NAME(S) OF VENDOR'S SUPPLIERS SO THAT COUNTY MAY ATTEMPT TO PROCURE SUCH UNAVAILABILITY, VENDOR SHALL PROVIDE, AT NO COST, REASONABLE ASSISTANCE TO COUNTY IN OBTAINING SPARE PARTS. 30 ENTIRE AGREEMENT MODIFICATIONS: THIS PURCHASE ORDER CONTRACT AND ANY ATTACHMENTS HERETO, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WHICH SUPERSEDES ALL PREVIOUS AGREEMENTS, WRITTEN OR ORAL, AND ALL COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS PURCHASE ORDER SHALL NOT BE MODIFIED, SUPPLEMENTED, QUALIFIED OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR BY ANY USAGE OF TRADE. ALL MODIFICATIONS TO THIS PURCHASE ORDER SHALL BE SET FORTH IN WRITING AND SIGNED BY THE VENDOR AND PURCHASING AGENT OR HIS/HER DESIGNEE. 30A--COUNTY STOCK: STOCK FURNISHED BY COUNTY TO BE USED IN A PURCHASE ORDER SHALL BE RETURNED TO COUNTY FREE FROM DAMAGE FROM ANY CAUSE AND IN ACCORDANCE WITH ALL OTHER TERMS AND CONDITIONS OF CONTRACT, PURCHASE ORDER AND HEREIN. 31 INDEPENDENT CONTRACTOR STATUS: VENDOR SHALL AT ALL TIMES BE ACTING IN THE CAPACITY OF INDEPENDENT CONTRACTOR. THIS PURCHASE ORDER IS NOT INTENDED, AND SHALL NOT BE OR CONSTRUED, TO CREATE THE RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE PARTNERSHIP, JOINT VENTURE OR ASSOCIATION, AS BETWEEN COUNTY AND VENDOR. THE EMPLOYEES AND AGENTS OF ONE PARTY SHALL NOT BE OR CONSTRUED TO BE, THE EMPLOYEES OR AGENTS OF THE OTHER PARTY FOR ANY REASON WHATSOEVER. 32 TAX EXEMPT STATUS: TAX EXEMPT ITEMS SHALL BE AS LISTED ON THE FACE HEREOF. 32A---TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE. 33 COUNTY LOBBYISTS: VENDOR AND EACH COUNTY LOBBYIST OR COUNTY LOBBYING FIRM AS DEFINED IN LOS ANGELES COUNTY CODE SECTION 2.160.010, RETAINED BY VENDOR, SHALL FULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE, LOS ANGELES COUNTY CODE CHAPTER 2.160. FAILURE ON THE PART OF VENDOR ANY COUNTY LOBBYIST OR COUNTY LOBBYING FIRM RETAINED BY VENDOR TO DULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE PURCHASE ORDER AND/OR AGREEMENT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THE PURCHASE ORDER AND/OR AGREEMENT. 33A---CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS: SHOULD THE VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT EXTENSION. CONTRACTOR SHALL GIVE CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PARTICIPANTS IN COUNTY'S DEPARTMENT OF THE PUBLIC SOCIAL SERVICES GREATER AVENUE FOR INDEPENDENCE (GAIN) PROGRAM WHO MEET CONTRACTOR'S MINIMUM QUALIFICATIONS FOR THE OPEN		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 10
POSITION. FOR THIS PURPOSE, CONSIDERATION SHALL MEAN THAT CONTRACTOR WILL INTERVIEW QUALIFIED CANDIDATES. COUNTY WILL REFER GAIN PARTICIPANTS BY JOB CATEGORY TO VENDOR. 34 TERMINATION FOR IMPROPER CONSIDERATION: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, IMMEDIATELY TERMINATE, THE RIGHT OF VENDOR TO PROCEED WITH A PURCHASE ORDER IF IT IS FOUND THAT CONSIDERATION IN ANY FORM WAS OFFERED OR GIVEN BY VENDOR, (EITHER DIRECTLY OR THROUGH AN INTERMEDIARY) TO ANY COUNTY OFFICER, EMPLOYEE, OR AGENT WITH THE INTENT OF SECURING A PURCHASE ORDER OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD, AMENDMENT, OR EXTENSIONS OF THE AGREEMENT OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE VENDOR 'S PERFORMANCE PURSUANT TO THE CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OS DEFAULT BY VENDOR. CONTRACTOR SHALL IMMEDIATELY REPORT ANY ATTEMPT BY A COUNTY OFFICER OR EMPLOYEE TO SOLICIT SUCH IMPROPER CONSIDERATION. THE REPORT SHALL BE MADE EITHER TO THE COUNTY MANAGER CHARGED WITH THE SUPERVISION OF THE EMPLOYEE OR TO THE COUNTY AUDITOR-CONTROLLER'S EMPLOYEE FRAUD HOTLINE AT 213.974.0914 OR 800.544.6861. IMPROPER CONSIDERATION MAY TAKE THE FORM OF, AMONG OTHER ITEMS, CASH, DISCOUNTS, SERVICES, THE PROVISION OF TRAVEL OR GRATUITIES (ENTERTAINMENT, TANGIBLE GIFTS), OR THE PROMISE OF ANY OF THESE. 35 PARTICIPATING PUBLIC AGENCIES COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES WITHIN CALIFORNIA, INCLUDING BUT NOT LIMITED TO: COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE. THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER. PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY. THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY. THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT. EACH PARTICIPATING PUBLIC AGENCY'S PURCHASE ORDER MUST REFER TO THIS LOS ANGELES COUNTY MASTER PURCHASE AGREEMENT (MPA) NUMBER MA-IS-2240228 AND MUST SPECIFY THE PRICING AND DELIVERY TERMS. NOTWITHSTANDING ANY ADDITIONAL OR CONTRARY TERMS IN THE PURCHASE ORDER, THE APPLICABLE PROVISIONS OF THIS MPA (EXCEPT FOR PRICING, DELIVERY, PASSAGE OF TITLE AND RISK OF LOSS TO EQUIPMENT, WARRANTY COMMENCEMENT, AND PAYMENT TERMS) WILL GOVERN THE PURCHASE AND SALE OF THE EQUIPMENT OR SOFTWARE ORDERED BY THE PARTICIPATING PUBLIC AGENCY. TITLE AND RISK OF LOSS TO EQUIPMENT		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 11
WILL PASS AT SHIPMENT, WARRANTY WILL COMMENCE UPON DELIVERY, AND PAYMENT IS DUE WITHIN THIRTY (30) DAYS AFTER THE INVOICE DATE. 36 FREIGHT/SHIPPING CHARGES: 1) ORDERS PLACED THROUGH THE MOTOROLA PARTS & ACCESSORIES DEPARTMENT WILL SHIP FOB DESTINATION, UPS GROUND AT NO CHARGE. 2) ORDERS PLACED FOR RADIO AND FACTORY/MANUFACTURED ITEMS SHALL BE CHARGED AT 1.25% OF THE EQUIPMENT TOTAL AND ADDED TO THE PRICE QUOTE. 3) EXPEDITED SHIPMENTS VIA AIR (FEDEX ETC.) WHEN REQUESTED BY COUNTY SHALL BE AT COUNTY EXPENSE. 37 PRICING AS PER ATTACHED: 1. EXHIBIT A _ 2022-2025 DATED JULY, 1, 2022 38 WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM CONTRACTOR ACKNOWLEDGES THAT COUNTY HAS ESTABLISHED A GOAL OF ENSURING THAT ALL INDIVIDUALS AND BUSINESSES THAT BENEFIT FINANCIALLY FROM COUNTY THROUGH CONTRACT ARE CURRENT IN PAYING THEIR PROPERTY TAX OBLIGATIONS (SECURED AND UNSECURED ROLL) IN ORDER TO MITIGATE THE ECONOMIC BURDEN OTHERWISE IMPOSED UPON COUNTY AND ITS TAXPAYERS. UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION OR EXCLUSION, CONTRACTOR WARRANTS AND CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE IT IS NOW IN COMPLIANCE, AND DURING THE TERM OF THIS CONTRACT WILL MAINTAIN COMPLIANCE, WITH LOS ANGELES COUNTY CODE CHAPTER 2.206. 39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM FAILURE OF CONTRACTOR TO MAINTAIN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN PARAGRAPH 38 "WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM" SHALL CONSTITUTE DEFAULT UNDER THIS CONTRACT. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO COUNTY UNDER ANY OTHER PROVISION OF THIS CONTRACT, FAILURE OF CONTRACTOR TO CURE SUCH DEFAULT WITHIN 10 DAYS OF NOTICE SHALL BE GROUNDS UPON WHICH COUNTY MAY TERMINATE THIS CONTRACT AND/OR PURSUE DEBARMENT OF CONTRACTOR, PURSUANT TO COUNTY CODE CHAPTER 2.206.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 12
The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed. PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles. ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation. Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement. CONTRACTOR RESPONSIBILITY AND DEBARMENT 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. 2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County. 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity. 4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. 5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. 6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 13
PROHIBITION AGAINST USE OF CHILD LABOR VENDOR shall: 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor. A. Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. B. Written Employee Jury Service policy. 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. 2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 14
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. 4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach. PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent. ASSIGNMENT BY CONTRACTOR A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county. B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement. C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT) 1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C). 2. The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements. 3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. FEDERAL UNIFORM GUIDELINE CLAUSE By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 15
COMPLIANCE WITH COUNTY POLICY OF EQUITY The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.		



ITEM # 3

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **ADOPT THE IMPLEMENTATION OF THE HOUSING LINKAGE PILOT PROGRAM AND APPROPRIATE GRANT FUNDING FROM THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)**

DATE: December 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the Agreement between the City of Montebello and the San Gabriel Valley Council of Governments (SGVCOG) to Develop and Operate the Housing Linkage Pilot Program (HLPP) (Attachment B); and
2. Approve the appropriation of \$23,466 awarded to the City of Montebello by SGVCOG; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$23,466 in Account No. 265-85-864-6040.10 (Grants, Fire, SGVCOG Housing Linkage Pilot Program, Other Contract Services [Expenditures]) and Account No. 265-99-4198.24 (Grants, Miscellaneous Grants, SGVCOG Housing Linkage Pilot Program [Revenue]); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff is recommending acceptance of a grant award in the amount of \$23,466 from SGVCOG to fund the HLPP. This grant funding will be utilized to operate a pilot project for six- to twelve months or through the date upon which all eligible expenditures have been reimbursed, whichever occurs first. The pilot program will be aimed at increasing permanent housing inventory by paying homeowners and landlords a unit retention fee to hold the vacant unit for individuals impacted by homelessness. This program will be operated under the existing Montebello Community Assistance Program (MCAP),

CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 13, 2023

Page 2 of 3

managed by the Montebello Fire Department.

Acceptance of this grant requires amendment of the Fiscal Year 2023-24 budget by increasing appropriations by \$23,466 in Account No. 265-85-864-6040.10 (Grants, Fire, SGVCOG Housing Linkage Pilot Program, Other Contract Services [Expenditures]) and Account No. 265-99-4198.24 (Grants, Miscellaneous Grants, SGVCOG Housing Linkage Pilot Program [Revenue]).

BACKGROUND/DISCUSSION:

In September, 2022, SGVCOG Governing Board approved the allocation of \$200,000 to the Housing Linkage Working Group to implement activities that would increase permanent housing options for persons experiencing homelessness (PEH). The Housing Linkage Working Group was formed in response to the growing demand for programs that provide services and connections to permanent housing for PEH. The SGVCOG has responded by seeking out funding and creating new programs that address this need, such as the Housing Linkage Working Group.

On October 13, 2022, the City Council approved the submission of the grant application to the SGVCOG Housing Linkage Working Group (HLWG) to address housing barriers (Attachment A). Staff submitted a grant proposal on October 15, 2022, to explore participation in the pilot program, and receive grant funding.

The HLWG is intended to test small-scale approaches to connecting clients to permanent housing and to scale up successful approaches and programs. Three cities – Baldwin Park, Covina, and Montebello – submitted programs to pilot and are participating in the Working Group. The three cities are piloting new solutions to connect PEH who are most in need of permanent housing by using innovative approaches to engage landlords and help overcome some of the challenges that PEH experience when trying to rent units in the private market.

For example, many PEH struggle to find an apartment whose rent matches the maximum allowable rate of their housing resources (e.g. voucher), some clients have little experience in searching for apartments or do not have high enough credit scores, required documents or other necessary paperwork to be eligible to rent a unit. In addition, landlords that accept housing vouchers may be subject to additional inspections (i.e., out of pocket costs).

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

The City of Montebello possesses the capacity to successfully implement the Housing Linkage Working Group Program by entering into an Agreement (Attachment B). The SGVCOG executed similar agreements with the Cities of Baldwin Park and Covina to pilot innovative approaches to connecting PEH to permanent housing by utilizing funding to help incentivize participation from local homeowners and landlords and reduce barriers for participants. The City is uniquely qualified to integrate this program into its existing homeless services programs managed by the Fire Department's MCAP team. The City's "You are Home Initiative," in combination with MCAP and Operations Stay Safe (i.e., Tiny Homes) are examples of the positive impact of innovative service models. The Pilot Program is meant to provide additional tools to provide housing opportunities through a wide array of different housing programs and services.

Participants will be selected through direct street outreach efforts targeted to individuals 18 and older, couples and families experiencing homelessness in the local community, as well as those residing at the City's Tiny Homes location. The teams will develop a housing plan for each participant to connect them to permanent housing locations and secured by the partnership established through this pilot program that will add 20-25 vacant units to house participants enrolled in the programs and are house-ready.

SUMMARY:

Staff is recommending the City Council approve the appropriation of \$23,466 awarded to the City by the SGVCOG (Attachment B) and amend the Fiscal Year 2023-24 budget by increasing appropriations by \$23,466 in Account No. 265-85-864-6040.10 (Grants, Fire, SGVCOG Housing Linkage Pilot Program, Other Contract Services [Expenditures]) and Account No. 265-99-4198.24 (Grants, Miscellaneous Grants, SGVCOG Housing Linkage Pilot Program [Revenue]). By accepting the recommendations, the City of Montebello continues to support and contribute towards its efforts in addressing homelessness and serving its residents and visitors impacted by homelessness in obtaining permanent housing solutions and/or other needed supportive services.

ATTACHMENT(S)

1. Attachment A - Agenda Staff Report October 13, 2022
2. Attachment B - Final Housing Linkage MOA Montebello

NEXT STEPS:

N/A



ITEM # 19

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: APPROVAL TO SUBMIT GRANT APPLICATION TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS HOUSING LINKAGE WORKING GROUP

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve submission of the grant application to the San Gabriel Valley Council of Governments Housing Linkage Working Group; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The San Gabriel Valley Council of Governments (SGVCOG) currently has a funding opportunity to submit a competitive grant application to implement activities that would increase access to permanent housing options for persons experiencing homelessness (PEH). If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND:

On September 15, 2022, the SGVCOG announced the creation of a new grant program that would pilot innovative approaches and activities to connect persons experiencing homelessness (PEH) with permanent housing. The purpose of the program is to pilot

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT - MEETING OF OCTOBER 12, 2022

Page 2 of 3

innovative approaches on a small scale and evaluate their effectiveness in connecting clients to permanent housing. Cities within the SGVCOG are eligible to apply for this funding opportunity. Potential project activities include housing navigation, targeted engagement of landlords, shared housing programs, roommate matching programs, and the establishment of small-scale master leasing/resident and property support services (RPSS) Program. Available funds are eligible to be used for landlord incentives (e.g. signing bonuses, deposits, incentives to hold a unit) and direct client services (e.g. application fees, credit repair/debt relief programs, etc.)

ENVIRONMENTAL IMPACT:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

N/A

DISCUSSION:

Throughout the San Gabriel Valley, there is a need for affordable, permanent housing options. This funding is intended to support activities that increase access to permanent housing options for PEH.

The Fire Department is seeking to submit a grant proposal for funding that will be used towards linking participants in the Montebello Community Assistance Program (MCAP) and Operation Stay Safe (i.e., Tiny Homes) to permanent housing. One of the greatest challenges facing PEH is access to permanent housing. MCAP has actively engaged landlords in the community to build relationships that result in permanent housing for MCAP participants. PEH generally prefer to stay in the communities that they are connected to.

In order to continue to increase the momentum of connecting MCAP participants to permanent housing, additional resources are needed. The goal is to leverage this grant funding opportunity, in particular the incentive funds to expand the landlord incentive program and direct client services. Previous funding from the SGVCOG has been instrumental in the success the team has had in connecting MCAP participants to permanent housing. Funding is crucial for signing bonuses, deposits, and incentives to hold a unit in the region's competitive housing market. Connecting families at risk of homelessness or experiencing homelessness is especially difficult to house because there are limited options available in terms of temporary and interim housing, which

**CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA REPORT -
MEETING OF OCTOBER 12, 2022**

Page 3 of 3

places a greater need to find permanent housing expeditiously. At this time, all available resources for this type of activity have been expended by MCAP.

SUMMARY:

That the City Council approve the submission of the grant application to the San Gabriel Valley Council Of Governments Housing Linkage Working Group.

ATTACHMENT(S)

1. Attachment A - SGVCOG Housing Linkage Working Group Grant Program

NEXT STEPS:

N/A

MEMORANDUM OF AGREEMENT

**HOUSING LINKAGE PROGRAM MEMORANDUM OF AGREEMENT BETWEEN THE
CITY OF MONTEBELLO AND THE SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS (SGVCOG)**

This Memorandum of Agreement (“MOA”) is by and between the City of Montebello, a municipal corporation (City) and the San Gabriel Valley Council of Governments, a joint powers authority (SGVCOG) to be effective as of the date signed by both Parties. City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley within the jurisdictions of its member cities and its unincorporated areas.
- B. The SGVCOG allocated homelessness funding as approved by the Governing Board to administer a grant program to support pilot programs that connect persons experiencing homelessness (PEH) with permanent housing.
- C. The City applied to SGVCOG’s grant program to implement the project as described in Exhibit “A”, which is attached hereto and incorporated herein by this reference (the “Project”).
- D. The City and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree to the following:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue for six months, or through the date upon which all eligible expenditures have been reimbursed, whichever occurs first. The term of this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

II. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. SGVCOG’s Responsibilities

- 1. Review submitted deliverables, reports, and invoices from City and notify City as to any additional such documents that are required.
- 2. Manage reporting schedules and deadlines.
- 3. Manage ongoing coordination of Project calls and meetings between the Parties and stakeholders.

4. Hold monthly housing linkage working group meetings with City to support information sharing.
5. Disburse payments in a timely manner to landlords for approved eligible expenses submitted through the SGVCOG Incentive Payment Process.
6. As determined in its sole discretion, publicize the Project through methods including, but not limited to, press releases, social media posts, website posts, and photos.
7. Upon receipt of proper invoices, reimburse City up to a not to exceed amount of Twenty Three Thousand, Four Hundred Sixty-Six Dollars (\$23,466), as described in Exhibit B (the "Budget") for expenditures that are in compliance with the Project scope of work.

B. City's Responsibilities

1. Implement the Project consistent with this MOA.
2. Participate in housing linkage working group meetings, scheduled conference calls and meetings with all parties.
3. Expend funds on goods and services consistent with the Project scope of work and within the Budget.
4. Timely respond to SGVCOG requests related to the Project.
5. Notify SGVCOG prior to releasing press materials related to the Project.
6. Submit invoices, reports and deliverables to the SGVCOG in accordance with the Project and Budget.
7. Submit expenditure requests for direct funds, as defined in Exhibit "A", to the SGVCOG for pre-approval utilizing the process outlined by the SGVCOG.
8. Ensure that all funding is expended by the end of the MOA term and, if not, inform SGVCOG as soon as practicable of delays in expending the funds. The SGVCOG reserves the right to retain any funds that it deems will not be spent in accordance with this MOA by the MOA deadline.
9. Within 30 days of an invoice for same, reimburse the SGVCOG for payments the SGVCOG has made to City for City expenditures that are later determined by the SGVCOG to be not in compliance with the Project scope of work or the Budget.

III. INELIGIBLE EXPENSES

- A. Work otherwise budgeted and funded by another source.
- B. Work not completed during the term of this MOA, including work performed prior to the effective date of this MOA.
- C. Advocacy and lobbying.
- D. Grant preparation.
- E. Activities not defined in Exhibit "A".

IV. INVOICING

- A. City must submit invoices on a monthly basis, no later than the tenth (10th) day of each month, in accordance with the schedule in Exhibit "B". City must provide all necessary documentation, including but not limited to timesheets, invoices, and deliverables, as

support for the invoice. Invoice must include all work completed during the previous month. City's final invoice shall be submitted within thirty (30) days of the end of the MOA term.

- B. City must submit a monthly report with the invoice indicating outcomes during the invoicing period, consistent with a format approved by the SGVCOG.
- C. Any funds that are not expended by the end of the MOA term and invoiced within thirty (30) days thereof, may be retained by the SGVCOG.

V. AMENDMENTS

- F. For any change which materially affects the Project scope of work, or in any way modifies any term or condition included under this MOA, an amendment to the MOA shall be prepared and executed by City and by the SGVCOG for such change to be effective.
- G. Minor changes to the Project scope of work or Budget may be approved by the SGVCOG's Project Manager, who shall in writing and in his or her reasonable discretion determine whether the change is minor. Any increase in the not to exceed amount of this MOA shall require an amendment.

VI. PROJECT MANAGEMENT

- A. For purposes of this MOA, the SGVCOG designates the following individuals as its Project Manager to which any notices required under this MOA shall be sent:

Meredith Sharkey
Management Analyst
San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
msharkey@sgvcog.org

- B. For purposes of this MOA, City designates the following individuals as its Project Manager to which any notices required under this MOA shall be sent:

Angelica Palmeros
Deputy Director, Housing & Sustainability
City of Montebello, Fire Department
1700 W. Victoria Ave.
Montebello, CA 90640
323.887.4540 ext 547
apalmeros@cityofmontebello.com

- C. Additional Parties' contacts and copies of notices to whom shall be sent include the following individuals:

Marisa Creter

Executive Director
San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
mcreter@sgvcog.org

- D. All notices required herein shall be sent by email, except for a notice of termination, default, or failure to cure, which shall be sent by certified mail, postage pre-paid, return receipt requested. Either Party may change its Project Manager or contact upon written notice to the other Party and shall promptly update the other Party in writing of any such changes.

VII. TERMINATION

- A. This MOA may be terminated by the SGVCOG at any time without cause. Termination will occur 30 days after written notice is issued to City's Project Manager. City shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination. City shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that such termination is effective.
- B. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Manager. Prior to such termination, the non-defaulting Party shall notify the defaulting Party of the action or non-action constituting the material default. The defaulting shall have 10 business days in which to cure the default. If not cured to the reasonable satisfaction of the non-defaulting party within that time period, the non-defaulting Party shall provide notice of the failure to cure and the MOA shall terminate three days after the date the notice is deposited in the U.S. Mail, unless otherwise stated at a later time in the written notice.

VIII. INDEMNITY

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of City in connection with this MOA.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless City, its employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against City, its employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this MOA.

IX. INSURANCE

- A. City and SGVCOG shall each maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with their respective performance of obligations hereunder.

X. OTHER TERMS AND CONDITIONS

- A. No Partnership. This MOA is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the MOA, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- B. Entire MOA. This MOA constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This MOA may be modified only in writing and signed by the Parties in interest at the time of such modification.
- C. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- D. Excusable Delays. Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- E. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- F. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- G. Assignment. Neither Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.

- H. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- I. Authority to Execute. The person executing this MOA on behalf of a Party warrant that they are duly authorized to execute this MOA on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this MOA.
- J. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- K. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

[Signature page to follow]

In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties.

FOR THE CITY OF MONTEBELLO

By: Arlene Salazar
Arlene Salazar
Interim City Manager

Date: 08/14/2023

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman
City Attorney

Gloria V. Ramirez
Gloria V. Ramirez
Deputy City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: Marisa Creter
Marisa Creter
Executive Director

Date: 08/17/2023

APPROVED AS TO FORM:

David DeBerry
David DeBerry
General Counsel

EXHIBIT A – Scope of Work

Project Description

The City of Montebello (the “City”) currently operates the Montebello Community Assistance Program (MCAP), which is a field-based model that conducts outreach and engages persons experiencing homelessness (PEH) in the community. MCAP can also link clients to Operation Stay Safe, the City’s 30-unit interim housing site that provides interim housing for clients referred by MCAP. MCAP focuses on providing clients with a continuum of services, from initial outreach to continuous support and case management, with the ultimate goal of housing clients permanently. MCAP assists its clients in identifying permanent housing by outreaching to landlords and encouraging and incentivizing them to accept unhoused clients that have funding or vouchers to move into a permanent unit. However, there are many barriers that discourage landlords from offering PEH available units.

To reduce these barriers and encourage more landlords to accept clients exiting from homelessness, the City will implement the “You are Home Initiative” (“Project”). MCAP will undertake rigorous outreach to identify landlords in the community and partner with them to place participants in permanent housing units. The City will also have access to direct funds. Direct funds are defined as any expenditures that support a client’s move into housing, which could include landlord incentives, short term rental assistance, security deposit assistance, and unit repairs. As outlined in Section II.B.7, the City must submit these requests for direct funds for pre-approval prior to expenditure.

The Project will meet the following data metrics:

Metrics	Quarterly	Overall
Engagements with New Landlords	3	6
Number of Clients Engaged	6	12
Number of Individuals Housed	2	4
Number of Participating Landlords	5	10
Length of Time to Enter Permanent Housing Following Start of Search	1 month	

The City will submit quarterly reports documenting its progress towards meeting the metrics defined above, or, if the metrics are not met, describe the challenges in meeting those metrics. The reports will also provide a narrative on the successes and challenges of implementing the Project and the demographics of clients served. The City will also submit a final report. The format for the quarterly and final reports will be provided by the SGVCOG.

Task 1

MCAP team will conduct intensive outreach to identify and engage landlords in order to encourage them to rent units to clients exiting homelessness. The MCAP team will also support clients in

their housing search, provide application support and guidance, and coordinate pre- and post-move counseling. Staff will also have access to incentive dollars to encourage landlords to rent to clients exiting homelessness and must receive pre-approval from the SGVCOG for use of the Direct Funds.

Basis of Billing: Time and Materials

The City must provide invoices and receipts for payment.

Deliverables:

- Quarterly report, in the format provided by the SGVCOG.
- Final report, in the format provided by the SGVCOG.
- Client report forms, or equivalent data, in a format approved by the SGVCOG.

Task 2

Administer the program funding.

Basis of Billing: Fixed Fee

The City will receive 5% of each submitted invoice.

EXHIBIT B**Budget**

The City shall receive a maximum of \$23,466 for implementation of the Project, in accordance with Table 1. Funding shall be disbursed on a reimbursement basis.

Table 1

Task #	Task	Not to Exceed Amount	
		Staff Time	Direct Funds
1	Program Implementation		\$22,966
2	Program Administration (5%)	\$500	
	TOTAL	\$23,466	

Reporting

Reports and invoices must be submitted quarterly by the tenth day following the end of each month of the MOA Term. The final report and invoice are due within thirty days after the MOA end date.

Certificate Of Completion

Envelope Id: 1C73F63CDE2445B385F8066379D5396C
 Subject: Final - Housing Linkage MOA Montebello
 Source Envelope:
 Document Pages: 10
 Certificate Pages: 3
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Levonn Gardner
 1333 S. Mayflower Avenue
 Suite 360
 Monrovia, CA 91016
 lgardner@sgvcog.org
 IP Address: 47.156.106.133

Record Tracking

Status: Original
 8/8/2023 10:10:03 AM

Holder: Levonn Gardner
 lgardner@sgvcog.org

Location: DocuSign

Signer Events

Arlene Salazar
 ASalazar@montebelloca.gov
 Security Level: Email, Account Authentication
 (None)

Signature

Arlene Salazar

Signature Adoption: Pre-selected Style
 Using IP Address: 137.25.106.198

Timestamp

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 Signed: 8/14/2023 11:14:41 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Arnold M. Alvarez-Glasman
 aglasman@agclawfirm.com
 Managing Partner
 Security Level: Email, Account Authentication
 (None)

Arnold M. Alvarez-Glasman

Signature Adoption: Pre-selected Style
 Using IP Address: 13.86.250.197

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gloria V. Ramirez
 GRamirez@agclawfirm.com
 Deputy City Attorney
 Security Level: Email, Account Authentication
 (None)

Gloria V. Ramirez

Signature Adoption: Pre-selected Style
 Using IP Address: 13.86.250.197

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 Signed: 8/17/2023 9:43:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Deberry
 ddeberry@woodruff.law
 Security Level: Email, Account Authentication
 (None)

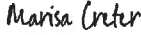
David Deberry

Signature Adoption: Pre-selected Style
 Using IP Address: 34.208.136.214

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 Viewed: 8/17/2023 10:48:00 AM
 Signed: 8/17/2023 10:49:25 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Marisa Creter MCreter@SGVCOG.org Executive Director San Gabriel Valley Council of Governments Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 174.243.144.104 Signed using mobile	Sent: 8/17/2023 10:49:27 AM Viewed: 8/17/2023 5:22:43 PM Signed: 8/17/2023 5:22:59 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Andrew Leon aleon@cityofmontebello.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/17/2023 5:23:00 PM
Angelica Palmeros APalmeros@cityofmontebello.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/17/2023 5:23:01 PM
Caitlin Sims csims@sgvcog.org Manager of Local Programs San Gabriel Valley Council of Governments Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/17/2023 5:23:02 PM
Meredith Sharkey msharkey@sgvcog.org Project Assistant San Gabriel Valley Council of Governments Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/17/2023 5:23:03 PM
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Payment Events	Status	Timestamps



ITEM # 4

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Senior Deputy City Clerk

SUBJECT: APPROVAL OF AGREEMENT NO. 4171 WITH COMPLETE PAPERLESS SOLUTIONS FOR THE PURCHASE OF LASERFICHE SOFTWARE SOLUTION

DATE: December 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Agreement No. 4171 to Complete Paperless Solutions, LLC for the purchase of Laserfiche Solutions for an amount not-to-exceed \$44,366; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The initial cost of upgrading the City's records management software (Laserfiche Solutions) is \$44,366 -- \$24,847 in annual subscription fee plus \$19,519 in one-time conversion and migration fees. This fee includes updating the software to the current version, migrating existing data from the older (outdated) version of the Laserfiche software to the new version, and providing assistance to City Staff with consolidating the various software accounts used by the City Clerk's Office and Police and Transit Departments. Moving forward, the annual software license cost is \$24,847 (subscription/license plus support fees).

The City currently utilizes this software and hence costs associated with the licensing have been included in the Fiscal Year 2023-24 budget. The upgrade and migration expense of \$44,366 will be split between the General Fund and Transit Fund, since a portion of the licenses allow Transit employees access to Laserfiche. The annual software license fee of \$24,847 will also be split between the General Fund and Transit

CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 13, 2023

Page 2 of 3

Fund.

The FY 2023-24 City Clerk, Police and Transit budgets include funding for the current version of the Laserfiche Solutions software. At this point, no budget amendment is needed, and future budgets will include the annual software license fee in the respective department budgets.

BACKGROUND/DISCUSSION:

As the official custodian of records for the City, the City Clerk's office has facilitated the process of a records and documents management and retention plan. The project began with the implementation of the Records Retention Schedule approved by the City Council on August 12, 2020. The plan also includes scanning all documents into the City's existing document imaging system, Laserfiche Solutions. Laserfiche Solutions maintains all Agreements, Agendas, Minutes, and other official records produced by the City.

The software was originally purchased on May 2, 2000. The City purchased a system for the City Clerk's Office and the Police Department (Records Division). Since the system was purchased, the software has not been updated to the newest version. Therefore, the system is antiquated, inefficient, and does not provide the capabilities required by today's standards. On July 29, 2019, the City purchased separate Laserfiche Solutions software for the Department of Transportation. Since the system was purchased recently, Transportation acquired the newest version. At this time, it is in the City's best interest to award Agreement No. 4171 (Attachment A - to be provided before the Council Meeting) to Complete Paperless Solutions, LLC to consolidate all Laserfiche Solutions software accounts into one and upgrade to the current version available. Consolidating to one solution will allow the City to use the newest version and consolidate annual fees for more efficient management of expenses across departments and funds (i.e., General Fund and Transit Fund).

Complete Paperless Solutions will assist the City by consolidating the accounts as well as performing a system conversion to migrate existing and future data to the newest version of the program. On December 4, 2023, staff received a quote (ATTACHMENT B) from Complete Paperless Solutions (CPS) for \$44,366. The proposed solution includes the Laserfiche Software Assurance Plan (LSAP) for one year with options for annual renewal. The City is requesting RIO Perpetual Access (minimum 25 users), which would allow 40 Full Access Licenses, 40 Records Management Licenses, and 2 portals (City Hall and Police Department) with 25 concurrent read-only users). The annual software license cost is \$24,847 (subscription/license plus support fees).

The new Laserfiche Software Solution will include a weblink public portal for public access to city records. The updated version will also offer a user-friendly interface making it accessible to the staff and the public.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve Agreement No. 4171 with Complete

CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 13, 2023

Page 3 of 3

Paperless Solutions, LLC for the purchase of the Laserfiche Software Solution; and authorize the City Manager to execute the Agreement on behalf of the City, and take any additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4171 - Complete Paperless Solutions (to be provided before the meeting)
2. Attachment B - Laserfiche RIO - Updated - Omnia Partners - Region 14 ESC - TX Contract Number 01-158

NEXT STEPS:

N/A

ATTACHMENT A

AGREEMENT NO. 4171 WITH COMPLETE PAPERLESS SOLUTIONS

(to be provided before the meeting)

City of Montebello

BY: Complete Paperless Solutions (CPS)

12/4/2023

Laserfiche Enterprise Content Management – RIO



Laserfiche®
Premier Partner



SUPPORT AND MAINTENANCE

Laserfiche Software Assurance Plan (LSAP)

The proposed solution includes the Laserfiche Software Assurance Plan (LSAP) for one year with options for annual renewal. Customers with current LSAP are provided unlimited telephone technical support and software updates. Technical support (under the LSAP agreement) includes **unlimited email, telephone and remote access** to address problems related to system configuration or performance. While guaranteed response times are dictated by the terms of the support agreement, most support calls are taken live and resolved within a single call.

All support calls are logged in a case management system and assigned priority and severity levels that will be escalated (if necessary) to the development team and what lengths are necessary to address them such as providing hotfixes or point releases of the software. All customers with current LSAP are granted access to the Laserfiche Support Site where an abundance of knowledgebase documents can be used to support your internal IT team and Laserfiche users.

Note: Ninety-five (95) percent of support issues taken by our team have “*First Call*” resolution and are usually resolved within one hour.

a. Support Contact Information

- Support services are provided directly by CPS.
- Our toll-free support number: 866-661-2425
- Non-emergency support calls can be directed to (support@cps247.com) or via our website (<http://www.cps247.com/Support/SubmitTicket.aspx>)

b. Basic Support Level

- Monday to Friday during normal business hours from 8:00AM to 5:00PM PST
- Next business day guaranteed response time.
- Free remote upgrades

c. Priority Support Level

- Monday to Friday during normal business hours from 7:00AM to 6:00PM PST.
- 4 hours guaranteed response time.
- Free remote upgrades
- Dedicated engineer

d. CPS VIP Support Level

To create the least amount of burden on the IT staff, and to optimize the benefits of your Laserfiche software, we recommend our VIP support package. Our VIP program offers the followings:

- Monday to Friday during normal business hours from 7:00AM to 6:00PM PST.
- 2 hours guaranteed response time.
- Free onsite upgrades
- A dedicated support engineer will serve as the primary contact for Laserfiche support through a direct telephone line.
- Unlimited onsite training
- Next day onsite support guaranteed if remote issue non-resolved.
- Unlimited onsite support
- Preventive Maintenance: 2 on-site visits per year to ensure optimum system functionality.
- Preferred pricing on specific integration and development projects
- Free enrollment to the Laserfiche Conference (unlimited access)
- No travel cost (In CA)

PRICING PROPOSAL

Laserfiche Software

a. Laserfiche RIO (perpetual license)

Description	Quantity	Public Price
Laserfiche RIO named users*	40	\$41,400.00
Laserfiche Records Management	40	\$4,140.00
Laserfiche Public Portal – 25 concurrent read only users	2	\$50,000.00
Total		\$95,540.00
Laserfiche Credit		(\$79,466.60)
Total 1 st year solution		\$16,073.40

*Incl.: 15 databases, Workflow, Forms Essentials, Web Client, Advanced Audit Trail, Snapshot, Email, Office integration.

Professional Services

Description	Quantity	Public Price
Project Management	2	\$3,200.00
Laserfiche Migration and upgrade	4	\$6,400.00
Records Management Set Up and Implementation	4	\$6,400.00
Public Portal Set up	1	\$1,600.00
Training	5	\$8,000.00
Total		\$25,600.00

No Forms and Workflow design included.

Support - LSAP

Description	Quantity	Public Price
Laserfiche RIO named users* LSAP	40	\$7,780.00
Laserfiche Records Management LSAP	40	\$778.00
Laserfiche Public Portal – 25 concurrent read only users LSAP	2	\$10,000.00
Total 1st year Basic LSAP		\$18,558.00
Support Credits		(\$21,547.67)
VIP Support		\$9,279.00
Total 1st year VIP Support		\$6,289.33

Turnkey Solution

Description	Basic
Software	\$16,073.40
Professional Services	\$25,600.00
Laserfiche Support	\$6,289.33
Total 1	\$47,962.73
Omnia + CPS Discount	(\$3,597.20)
Turnkey Solution	\$44,365.53

Omnia Partners - Region 14 ESC - TX Contract Number: 01-158

ACCEPTANCE

Client: City of Montebello

Provider: Complete Paperless Solutions

Print Name:		
Date:		
Signature:		



ITEM # 5

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-81 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED DECEMBER 13, 2023**

RESOLUTION 23-81
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.1563, consisting of 19 pages, and including:

Warrant No.

General: Check No. 601551 through 601896
ACH No. 5171 through 5336
Successor Agency: Check No. 1510 through 1511

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 13th day of December 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-81

Page 2 of 2

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. 23-81 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 13th day of December 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. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
5171	11/02/2023	\$446.35	SUPPLIES	3163	BANK OF AMERICA
5172	11/02/2023	\$900.66	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5173	11/02/2023	\$1,920.20	SUPPLIES	3163	BANK OF AMERICA
5174	11/02/2023	\$858.76	SUPPLIES	3163	BANK OF AMERICA
5175	11/02/2023	\$970.02	SUPPLIES	3163	BANK OF AMERICA
5176	11/02/2023	\$7,241.49	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
5177	11/02/2023	\$91,954.92	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
5178	11/02/2023	\$3,641.98	CONTRACT SERVICES	2586	AMAZON CAPITAL SERVICES INC
5179	11/02/2023	\$9,889.98	SUPPLIES	62880	AMERICAN MARKER
5180	11/02/2023	\$1,011.10	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
5181	11/02/2023	\$900.00	CONTRACT SERVICES	2365	LETICIA TORRES
5182	11/02/2023	\$4,653.83	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
5183	11/02/2023	\$4,812.33	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
5184	11/02/2023	\$35,456.93	FUEL INVENTORY	962	MO DION & SONS INC
5185	11/02/2023	\$512.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
5186	11/02/2023	\$7,023.27	CONTRACT SERVICES	371	FLO-SERVICES INC
5187	11/02/2023	\$7,386.75	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
5188	11/02/2023	\$23,680.82	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
5189	11/02/2023	\$5,168.55	SUPPLIES	26670	LIFE-ASSIST INC
5190	11/02/2023	\$31,051.53	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
5191	11/02/2023	\$304.20	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5192	11/02/2023	\$7,606.93	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
5193	11/02/2023	\$3,600.00	UNIFORM EXPENSE	4185	CHARLES ARTHUR SUKIASIAN
5194	11/02/2023	\$250.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT COM
5195	11/02/2023	\$1,085.74	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5196	11/06/2023	\$500.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5197	11/09/2023	\$15,015.49	PENSION/RETIREMENT PAYABLE	17	CAL PERS



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5198	11/09/2023	\$2,802.92	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
5199	11/09/2023	\$481.60	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
5200	11/09/2023	\$110.00	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
5201	11/09/2023	\$2,274.59	SUPPLIES	3163	BANK OF AMERICA
5202	11/09/2023	\$1,270.14	SUPPLIES	3163	BANK OF AMERICA
5203	11/09/2023	\$80.45	SUPPLIES	3163	BANK OF AMERICA
5204	11/09/2023	\$9,937.70	TRAINING	3163	BANK OF AMERICA
5205	11/09/2023	\$1,858.23	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5206	11/09/2023	\$377,305.01	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5207	11/09/2023	\$5,193.55	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5208	11/09/2023	\$400.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5209	11/09/2023	\$1,773.58	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5210	11/09/2023	\$345,939.04	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5211	11/09/2023	\$1,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
5212	11/09/2023	\$2,661.64	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
5213	11/09/2023	\$1,261.81	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
5214	11/09/2023	\$2,633.30	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5215	11/09/2023	\$7,756.79	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
5216	11/09/2023	\$374,764.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
5217	11/09/2023	\$3,823.66	CONTRACT SERVICES	2102	JOHN P BEROKOFF
5218	11/09/2023	\$538.14	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
5219	11/09/2023	\$299.00	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
5220	11/09/2023	\$500.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
5221	11/09/2023	\$465.36	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5222	11/09/2023	\$841.85	SUPPLIES	70920	DECALS BY DESIGN INC
5223	11/09/2023	\$39,312.32	FUEL	962	MO DION & SONS INC
5224	11/09/2023	\$2,823.66	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
5225	11/09/2023	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5226	11/09/2023	\$68.00	CONTRACT SERVICES	23660	DAIOHS USA
5227	11/09/2023	\$844.49	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5228	11/09/2023	\$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
5229	11/09/2023	\$8,658.24	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
5230	11/09/2023	\$20,818.03	CONTRACT SERVICES	2793	IBE DIGITAL
5231	11/09/2023	\$9,660.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
5232	11/09/2023	\$6,986.67	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
5233	11/09/2023	\$11,610.24	MACHINERY & EQUIPMENTS	15070	LEXIPOL LLC
5234	11/09/2023	\$1,664.85	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
5235	11/09/2023	\$304.97	TRAINING	3217	JUAN MARTINEZ
5236	11/09/2023	\$13,381.78	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
5237	11/09/2023	\$20,910.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
5238	11/09/2023	\$370.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
5239	11/09/2023	\$635.92	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
5240	11/09/2023	\$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
5241	11/09/2023	\$1,290.00	EDUCATION REIMBURSEMENT	2719	ANTHONY RODRIGUEZ
5242	11/09/2023	\$4,766.55	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
5243	11/09/2023	\$3,521.71	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5244	11/09/2023	\$1,427.98	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5245	11/09/2023	\$10,000.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
5246	11/09/2023	\$125.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT COM
5247	11/09/2023	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
5248	11/09/2023	\$41,720.38	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
5249	11/09/2023	\$347.38	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
5250	11/09/2023	\$542.43	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
5251	11/16/2023	\$1,914.65	SUPPLIES	3163	BANK OF AMERICA
5252	11/16/2023	\$4,960.12	SUPPLIES	3163	BANK OF AMERICA
5253	11/16/2023	\$993.98	SUPPLIES	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5254	11/16/2023	\$4,765.79	SUPPLIES	3163	BANK OF AMERICA
5255	11/16/2023	\$482.92	SUPPLIES	3163	BANK OF AMERICA
5256	11/16/2023	\$199.45	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5257	11/16/2023	\$10,356.86	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5258	11/16/2023	\$4,085.48	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
5259	11/16/2023	\$3,169.48	CONTRACT SERVICES	3588	ANTHONY'S PORTABLE RESTROOMS INC
5260	11/16/2023	\$1,020.89	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5261	11/16/2023	\$28,182.84	CONTRACT SERVICES	56540	COMPLETE PAPERLESS SOLUTIONS LLC
5262	11/16/2023	\$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
5263	11/16/2023	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
5264	11/16/2023	\$40.00	CARPOOL INCENTIVE	3196	MICAH HERD
5265	11/16/2023	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
5266	11/16/2023	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
5267	11/16/2023	\$4,907.93	CONTRACT SERVICES	16520	IDR ENVIRONMENTAL SERVICES INC
5268	11/16/2023	\$16,343.60	CONTRACT SERVICES	3490	INTER-CON SECURITY SYSTEMS INC
5269	11/16/2023	\$1,600.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
5270	11/16/2023	\$16,973.64	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
5271	11/16/2023	\$37,019.26	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
5272	11/16/2023	\$886.50	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
5273	11/16/2023	\$173,942.73	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5274	11/16/2023	\$150.00	TRAINING	2866	ANGELICA PALMEROS
5275	11/16/2023	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
5276	11/16/2023	\$10,001.04	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
5277	11/16/2023	\$551.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
5278	11/16/2023	\$446.72	SUPPLIES	1120	BLUETRITON BRANDS INC
5279	11/16/2023	\$230.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5280	11/16/2023	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
5281	11/16/2023	\$30.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5282	11/16/2023	\$3,592.10	TRAINING	3244	SCRIPPS EXECUTIVE HEALTH MEDICAL GROUP INC
5283	11/16/2023	\$278.83	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5284	11/16/2023	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
5285	11/16/2023	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
5286	11/16/2023	\$3,407.50	CONTRACT SERVICES	217	TRACKIT LLC
5287	11/16/2023	\$1,830.81	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5288	11/16/2023	\$126.10	CONTRACT SERVICES	3140	WEX HEALTH INC
5289	11/22/2023	\$964.47	TRAINING	3163	BANK OF AMERICA
5290	11/22/2023	\$348.70	SUPPLIES	3163	BANK OF AMERICA
5291	11/22/2023	\$26.45	SUPPLIES	3163	BANK OF AMERICA
5292	11/22/2023	\$1,618.86	SUPPLIES	3163	BANK OF AMERICA
5293	11/22/2023	\$4,207.75	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
5294	11/22/2023	\$29,103.55	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
5295	11/22/2023	\$222,356.05	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
5296	11/22/2023	\$1,558.16	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5297	11/22/2023	\$8,960.86	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
5298	11/22/2023	\$7,065.68	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
5299	11/22/2023	\$303.27	TRAINING	3778	LAWRENCE MOON
5300	11/22/2023	\$6,966.93	CONTRACT SERVICES	2974	MULTI W SYSTEMS INC
5301	11/22/2023	\$102.89	SUPPLIES	1120	BLUETRITON BRANDS INC
5302	11/22/2023	\$150.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5303	11/22/2023	\$134.09	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5304	11/22/2023	\$216.09	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
5305	11/22/2023	\$297.68	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5306	11/22/2023	\$1,074.94	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
5307	11/30/2023	\$2,141.54	TRAINING	3163	BANK OF AMERICA
5308	11/30/2023	\$1,891.89	TRAINING	3163	BANK OF AMERICA
5309	11/30/2023	\$575.74	SUPPLIES	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5310	11/30/2023	\$4,655.14	TRAINING	3163	BANK OF AMERICA
5311	11/30/2023	\$167.81	SUPPLIES	3163	BANK OF AMERICA
5312	11/30/2023	\$249.87	SUPPLIES	3163	BANK OF AMERICA
5313	11/30/2023	\$3,305.30	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
5314	11/30/2023	\$2,178.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
5315	11/30/2023	\$18,400.00	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
5316	11/30/2023	\$10,152.18	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5317	11/30/2023	\$5,981.19	SUPPLIES	62880	AMERICAN MARKER
5318	11/30/2023	\$561.80	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
5319	11/30/2023	\$62,205.15	CONTRACT SERVICES	3016	ANTARES GOLF LLC
5320	11/30/2023	\$91,230.82	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
5321	11/30/2023	\$113,847.74	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
5322	11/30/2023	\$8,833.83	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
5323	11/30/2023	\$3,607.18	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
5324	11/30/2023	\$2,948.56	SUPPLIES	408	DEKRA-LITE INDUSTRIES INC
5325	11/30/2023	\$31,139.08	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
5326	11/30/2023	\$16,851.46	CONTRACT SERVICES	2793	IBE DIGITAL
5327	11/30/2023	\$9,200.27	SUPPLIES	26670	LIFE-ASSIST INC
5328	11/30/2023	\$98.16	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
5329	11/30/2023	\$304.97	TRAINING	3217	JUAN MARTINEZ
5330	11/30/2023	\$2,367.43	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
5331	11/30/2023	\$854.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5332	11/30/2023	\$66,509.12	CONTRACT SERVICES	3191	RL CONTROLS LLC
5333	11/30/2023	\$396.84	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5334	11/30/2023	\$367.22	SUPPLIES	33960	DAVID SOSNOWSKI
5335	11/30/2023	\$512.11	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5336	11/30/2023	\$4,876.69	SUPPLIES	3088	WAXIES ENTERPRISES LLC
ACH TOTAL		\$2,712,257.27			



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601551	11/02/2023	\$8,489.25	UNIFORM EXPENSE	4217	1819 SUPPLY
601552	11/02/2023	\$965.89	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
601553	11/02/2023	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
601554	11/02/2023	\$1,500.00	CONTRACT SERVICES	3956	ADVANCED PROBLEM SOLVING LLC
601555	11/02/2023	\$495.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
601556	11/02/2023	\$450.00	CONTRACT SERVICES	2853	ALTERNATIVE FUEL SOLUTIONS
601557	11/02/2023	\$1,848.20	UTILITY SERVICES	39550	AT&T
601558	11/02/2023	\$27,574.27	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
601559	11/02/2023	\$475.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
601560	11/02/2023	\$344.49	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
601561	11/02/2023	\$875.11	UNIFORM EXPENSE	4303	ROBERT AVALOS
601562	11/02/2023	\$8,450.00	CONTRACT SERVICES	3321	JOSE LUIS ZAVALA
601563	11/02/2023	\$37,000.00	CONTRACT SERVICES	3953	BANNER BANK
601564	11/02/2023	\$300.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
601565	11/02/2023	\$300.00	TRAVEL & MEETINGS	4118	LAMICIA BUTLER
601566	11/02/2023	\$1,317.23	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601567	11/02/2023	\$605.41	UNIFORM EXPENSE	4246	LOUIE CANJURA
601568	11/02/2023	\$1,505.28	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
601569	11/02/2023	\$8,581.64	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
601570	11/02/2023	\$5,200.00	CONTRACT SERVICES	2759	D F POLYGRAPH
601571	11/02/2023	\$209.04	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
601572	11/02/2023	\$172.48	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
601573	11/02/2023	\$1,963.70	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601574	11/02/2023	\$9,442.45	UNIFORM EXPENSE	55650	GALLS LLC
601575	11/02/2023	\$11,011.92	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
601576	11/02/2023	\$3,975.15	TRAINING	4036	HARBINGER HORIZON
601577	11/02/2023	\$2,090.83	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
601578	11/02/2023	\$1,136.18	SUPPLIES	2059	HASA INC



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601579	11/02/2023	\$12,500.00	CONTRACT SERVICES	9390	HDL SOFTWARE LLC
601580	11/02/2023	\$120.00	PARKS AND RECREATION	4038	PATRICIA HOLGUIN
601581	11/02/2023	\$1,000.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
601582	11/02/2023	\$234.27	TRAVEL & MEETINGS	2277	CHRISTOPHER JIMENEZ
601583	11/02/2023	\$50.00	GENERAL GOVERNMENT	4306	ANA JUAREZ
601584	11/02/2023	\$300.00	TRAVEL & MEETINGS	3122	ADRIANNA KENDRICKS
601585	11/02/2023	\$60.00	PARKS AND RECREATION	4305	ALEJANDRA MENDEZ
601586	11/02/2023	\$18,646.27	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
601587	11/02/2023	\$936.20	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601588	11/02/2023	\$100.00	CONTRACT SERVICES	2709	ERNEST PERALTA
601589	11/02/2023	\$524.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
601590	11/02/2023	\$100.00	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
601591	11/02/2023	\$660.00	CONTRACT SERVICES	3943	R&S OVERHEAD DOORS OF COMMERCE, INC.
601592	11/02/2023	\$300.00	CONTRACT SERVICES	4298	GUSTAVO RAMIREZ ONNA
601593	11/02/2023	\$10,370.62	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601594	11/02/2023	\$1,171.00	TRAINING	1560	SOUTHERN CA INTERGOV TRAINING & DEV CENTER
601595	11/02/2023	\$120.00	PARKS AND RECREATION	4304	ANTONIO SOTO
601596	11/02/2023	\$16,443.55	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601597	11/02/2023	\$11,300.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
601598	11/02/2023	\$52.00	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
601599	11/02/2023	\$399.00	CONTRACT SERVICES	4299	TEAMSIDELINE.COM
601600	11/02/2023	\$1,828.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
601601	11/02/2023	\$77,208.95	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
601602	11/02/2023	\$349.94	FURNITURE & FIXTURES PURCHASES	45120	ULINE INC
601603	11/02/2023	\$8,182.48	VEHICLE MAINTENANCE/EXPENSES	4129	UNITED TRANSMISSION EXCHANGE
601604	11/02/2023	\$74,697.40	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
601605	11/02/2023	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
601606	11/02/2023	\$6,356.34	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601607	11/02/2023	\$569.78	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
601608	11/02/2023	\$1,255.54	UTILITY SERVICES	23610	VERIZON WIRELESS
601609	11/02/2023	\$390.00	CONTRACT SERVICES	3572	JIM WARINO
601610	11/02/2023	\$1,119.25	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
601611	11/02/2023	\$100.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
601612	11/02/2023	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
601613	11/09/2023	\$59.03	UTILITY SERVICES	1732	AT&T CORP
601614	11/09/2023	\$6,923.52	AFLAC OTHER	55860	AFLAC
601615	11/09/2023	\$315.00	TRAVEL & MEETINGS	4317	MARIO ARREOLA
601616	11/09/2023	\$144.70	UTILITY SERVICES	39550	AT&T
601617	11/09/2023	\$28.35	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
601618	11/09/2023	\$48.42	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
601619	11/09/2023	\$3,180.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
601620	11/09/2023	\$14,871.62	SUPPLIES	4251	BEACON ATHLETICS LLC
601621	11/09/2023	\$250.00	GENERAL GOVERNMENT	4323	BLUE MARLIN EXPRESS
601622	11/09/2023	\$14,313.60	CONTRACT SERVICES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
601623	11/09/2023	\$140.00	POLICE RELATED FEES	4318	SANDRA BONILLA
601624	11/09/2023	\$814.95	SUPPLIES	159	BOUND TREE MEDICAL LLC
601625	11/09/2023	\$285.00	SUPPLIES	4319	BUBBLEMANIA AND COMPANY LA LLC
601626	11/09/2023	\$11,653.37	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601627	11/09/2023	\$685.34	UNIFORM EXPENSE	4316	DEMARR CAMPBELL
601628	11/09/2023	\$1,472.50	CONTRACT SERVICES	40850	MARIA E CASAS
601629	11/09/2023	\$31,746.00	CONTRACT SERVICES	3847	CCF FLOORING CONTRACTORS, INC
601630	11/09/2023	\$6,521.43	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
601631	11/09/2023	\$369.28	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
601632	11/09/2023	\$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
601633	11/09/2023	\$178.61	SUPPLIES	438	CODE RED FIRE INC
601634	11/09/2023	\$2,200.00	SUPPLIES	4234	CONTAINER ALLIANCE COMPANY



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601635	11/09/2023	\$250.00	TRAVEL & MEETINGS	4021	MICHELE COOK
601636	11/09/2023	\$1,376.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION, INC.
601637	11/09/2023	\$11,884.40	CONTRACT SERVICES	3784	CPACINC.COM
601638	11/09/2023	\$388.87	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
601639	11/09/2023	\$25,484.04	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
601640	11/09/2023	\$600.00	CONTRACT SERVICES	2759	D F POLYGRAPH
601641	11/09/2023	\$1,385.54	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
601642	11/09/2023	\$2,594.41	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
601643	11/09/2023	\$1,229.89	SUPPLIES	4307	DELUXE SMALL BUSINESS SALES INC
601644	11/09/2023	\$250.00	GENERAL GOVERNMENT	4322	GINA GALLEG0
601645	11/09/2023	\$2,055.00	PERMITS AND FEES	1161	GLAAC EXPLORING
601646	11/09/2023	\$273.83	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
601647	11/09/2023	\$1,545.00	DUES & SUBSCRIPTIONS	1740	GREATER LOS ANGELES AREA COUNCIL
601648	11/09/2023	\$1,170.07	UNIFORM EXPENSE	3063	HALO BRANDED SOLUTIONS INC
601649	11/09/2023	\$440.78	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
601650	11/09/2023	\$1,103.68	SUPPLIES	2059	HASA INC
601651	11/09/2023	\$5.00	PARKS AND RECREATION	3536	GLORIA HERNANDEZ
601652	11/09/2023	\$250.00	GENERAL GOVERNMENT	4321	ERIK INIGUEZ
601653	11/09/2023	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
601654	11/09/2023	\$600.00	CONTRACT SERVICES	3383	KELLER TRANSLATION DEVELOPMENT SERVICE LLC
601655	11/09/2023	\$1,725.00	CONTRACT SERVICES	4198	KIDS ENJOY EXCERCISE NOW KEEN LOS ANGELES LCC
601656	11/09/2023	\$65.67	SUPPLIES	3732	GARY MENDIBLES
601657	11/09/2023	\$199.11	VEHICLE MAINTENANCE/EXPENSES	7110	MOHAWK MFG & SUPPLY CO
601658	11/09/2023	\$5,110.41	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601659	11/09/2023	\$337.69	SUPPLIES	603	MUSCO CORPORATION
601660	11/09/2023	\$530.27	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
601661	11/09/2023	\$1,767.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
601662	11/09/2023	\$2,775.37	SUPPLIES	15620	OFFICE DEPOT INC



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601663	11/09/2023	\$415.50	RETIREMENT	42490	LINDA PAYAN
601664	11/09/2023	\$46.85	UTILITY SERVICES	100	PICO WATER DISTRICT
601665	11/09/2023	\$918.49	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
601666	11/09/2023	\$108.39	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
601667	11/09/2023	\$400.00	DUES & SUBSCRIPTIONS	3710	SAN GABRIEL VALLEY POLICE CHIEFS ASSOC
601668	11/09/2023	\$227.91	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601669	11/09/2023	\$500.00	CONTRACT SERVICES	3284	VANESSA SIDA
601670	11/09/2023	\$125.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
601671	11/09/2023	\$10,931.29	SUPPLIES	4233	SONCO PERIMETER SECURITY
601672	11/09/2023	\$250.00	GENERAL GOVERNMENT	677	SOROPTIMIST INTERNATIONAL OF MONTEBELLO
601673	11/09/2023	\$1,009.82	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
601674	11/09/2023	\$160.35	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
601675	11/09/2023	\$7,312.43	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
601676	11/09/2023	\$30,368.40	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601677	11/09/2023	\$43,647.17	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
601678	11/09/2023	\$936.50	CONTRACT SERVICES	3397	STERICYCLE INC
601679	11/09/2023	\$5,157.00	CONTRACT SERVICES	2863	STRYKER SALES CORPORATION
601680	11/09/2023	\$66.70	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
601681	11/09/2023	\$6,280.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
601682	11/09/2023	\$9,365.82	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
601683	11/09/2023	\$3,626.93	CONTRACT SERVICES	20070	UC REGENTS
601684	11/09/2023	\$3,853.24	VEHICLE MAINTENANCE/EXPENSES	4129	UNITED TRANSMISSION EXCHANGE
601685	11/09/2023	\$163,663.51	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
601686	11/09/2023	\$11.74	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
601687	11/09/2023	\$1,100.00	CONTRACT SERVICES	4311	JOAQUIN VERDUSCO
601688	11/09/2023	\$7,075.38	UTILITY SERVICES	23610	VERIZON WIRELESS
601689	11/09/2023	\$450.00	SUPPLIES	4320	VIRTUALZONE INC
601690	11/09/2023	\$11,814.23	RETIREMENT	58990	VISION SERVICE PLAN



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601691	11/09/2023	\$86.90	CONTRACT SERVICES	3572	JIM WARINO
601692	11/09/2023	\$14,112.72	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
601693	11/09/2023	\$111,409.20	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
601694	11/09/2023	\$135.61	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
601695	11/09/2023	\$428.40	CONTRACT SERVICES	3662	YOUTH EVOLUTION ACTIVITIES
601696	11/09/2023	\$901.78	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
601697	11/09/2023	\$952.00	CONTRACT SERVICES	2905	ZUTRA WATER
601698	11/16/2023	\$3,416.00	CONTRACT SERVICES	3824	AAA RENTS AND EVENTS INC
601699	11/16/2023	\$0.00	VOID	4156	AFECO, INC
601700	11/16/2023	\$726.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
601701	11/16/2023	\$10,000.00	MISCELLANEOUS EXPENSE	4335	AMERICAN ARMENIAN BUSINESSMEN COALITION
601702	11/16/2023	\$950.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS INC
601703	11/16/2023	\$1,761.93	UTILITY SERVICES	39550	AT&T
601704	11/16/2023	\$4.41	UTILITY SERVICES	39550	AT&T
601705	11/16/2023	\$32.45	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
601706	11/16/2023	\$4,530.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
601707	11/16/2023	\$544.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
601708	11/16/2023	\$70,000.00	VEHICLE PURCHASES	4302	CAMINO REAL CHEVROLET
601709	11/16/2023	\$8,537.04	CONTRACT SERVICES	1133	CDW GOVERNMENT
601710	11/16/2023	\$234.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
601711	11/16/2023	\$170.00	TRAINING	3814	STEPHEN A CHAUNCEY
601712	11/16/2023	\$369.28	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
601713	11/16/2023	\$7,852.22	MACHINERY & EQUIPMENTS	3784	CPACINC.COM
601714	11/16/2023	\$250.00	SUPPLIES	4328	OLIVER CRUZ-MENDOZA
601715	11/16/2023	\$46.80	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
601716	11/16/2023	\$250.00	TRAVEL & MEETINGS	4330	ANTHONY DELGADO
601717	11/16/2023	\$10,530.28	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
601718	11/16/2023	\$2,034.00	SUPPLIES	3837	EASYBADGES LLC



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601719	11/16/2023	\$225.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC
601720	11/16/2023	\$605.89	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
601721	11/16/2023	\$57,201.02	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601722	11/16/2023	\$351.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
601723	11/16/2023	\$7.04	MAIL/ POSTAL EXPENSE	3167	GLS US
601724	11/16/2023	\$849.63	SUPPLIES	2059	HASA INC
601725	11/16/2023	\$128.70	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
601726	11/16/2023	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
601727	11/16/2023	\$17,912.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
601728	11/16/2023	\$6,186.76	MACHINERY & EQUIPMENTS	2856	LANDI RENZO USA CORPORATION
601729	11/16/2023	\$150.00	TRAINING	3708	VERONICA LARA
601730	11/16/2023	\$127.63	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
601731	11/16/2023	\$141.77	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
601732	11/16/2023	\$48.13	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
601733	11/16/2023	\$150.00	TRAINING	4329	MICHELLE MARQUEZ
601734	11/16/2023	\$619.25	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601735	11/16/2023	\$824.71	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC
601736	11/16/2023	\$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
601737	11/16/2023	\$524.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
601738	11/16/2023	\$826.04	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
601739	11/16/2023	\$170.72	MAIL/ POSTAL EXPENSE	503	QUADIENT INC
601740	11/16/2023	\$16,744.23	CONTRACT SERVICES	43510	QUIET CANNON MONTEBELLO INC
601741	11/16/2023	\$70.00	PARKS AND RECREATION	4332	ELIZABETH RAMIREZ
601742	11/16/2023	\$35.00	PARKS AND RECREATION	4331	PAULINA RAMIREZ
601743	11/16/2023	\$614.19	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
601744	11/16/2023	\$27,550.06	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601745	11/16/2023	\$26,165.11	FUEL	45630	SOUTHERN CALIFORNIA EDISON
601746	11/16/2023	\$614.22	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601747	11/16/2023	\$14,311.42	UTILITY SERVICES	526	T-MOBILE USA INC
601748	11/16/2023	\$80.92	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
601749	11/16/2023	\$4,778.13	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
601750	11/16/2023	\$324.12	TRAINING	4333	THE SINATRA UNIFORM COMPANY
601751	11/16/2023	\$198.39	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
601752	11/16/2023	\$2,346.59	UTILITY SERVICES	72570	US TELEPACIFIC CORP
601753	11/16/2023	\$320.00	SUPPLIES	69680	TRIANGLE SPORTS INC
601754	11/16/2023	\$7,648.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
601755	11/16/2023	\$166.42	SUPPLIES	45120	ULINE INC
601756	11/16/2023	\$3,018.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
601757	11/16/2023	\$985.21	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
601758	11/16/2023	\$2,266.15	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
601759	11/16/2023	\$2,740.00	MACHINERY & EQUIPMENTS	4241	ZOHO CORPORATION
601760	11/16/2023	\$18,654.06	MACHINERY & EQUIPMENTS	4156	AFECO, INC
601761	11/22/2023	\$396.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
601762	11/22/2023	\$70.00	SUPPLIES	72040	ALFONSO TIRES & REPAIRS INC
601763	11/22/2023	\$300.00	TRAINING	4317	MARIO ARREOLA
601764	11/22/2023	\$2,244.75	UTILITY SERVICES	38380	AT&T
601765	11/22/2023	\$300.74	UTILITY SERVICES	39550	AT&T
601766	11/22/2023	\$4,956.36	UTILITY SERVICES	39550	AT&T
601767	11/22/2023	\$39.30	UTILITY SERVICES	39550	AT&T
601768	11/22/2023	\$54,627.24	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
601769	11/22/2023	\$8,200.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC
601770	11/22/2023	\$652.60	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
601771	11/22/2023	\$61,670.67	CONTRACT SERVICES	3975	AVENU INSIGHTS & ANALYTICS, LLC
601772	11/22/2023	\$3,600.00	CONTRACT SERVICES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
601773	11/22/2023	\$8,679.53	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT
601774	11/22/2023	\$112.12	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601775	11/22/2023	\$228.20	MISCELLANEOUS EXPENSE	4337	RICHARD CHEN
601776	11/22/2023	\$369.28	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
601777	11/22/2023	\$397.00	TRAINING	842	CSULB FOUNDATION
601778	11/22/2023	\$812.92	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
601779	11/22/2023	\$1,727.38	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
601780	11/22/2023	\$42,004.98	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
601781	11/22/2023	\$16,352.14	SUPPLIES	27910	DOOLEY ENTERPRISES INC
601782	11/22/2023	\$300.00	CONTRACT SERVICES	3934	EVERYTABLE PBC
601783	11/22/2023	\$2,582.03	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601784	11/22/2023	\$68.00	PARKS AND RECREATION	3229	NOELIA GARCIA
601785	11/22/2023	\$450.00	CONTRACT SERVICES	4016	GEIGER & ASSOCIATES, MARRIAGE & FAMILY THERAPY, INC
601786	11/22/2023	\$3,401.57	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
601787	11/22/2023	\$53.43	MAIL/ POSTAL EXPENSE	3167	GLS US
601788	11/22/2023	\$11,114.10	CONTRACT SERVICES	9390	HDL SOFTWARE LLC
601789	11/22/2023	\$33,228.00	CONTRACT SERVICES	4296	HLI TREE EXPERTS, INC.
601790	11/22/2023	\$4,108.36	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
601791	11/22/2023	\$7,725.00	CONTRACT SERVICES	3287	INTRADO INTERACTIVE SERVICES CORPORATION
601792	11/22/2023	\$1,130.00	CONTRACT SERVICES	2942	JAIIROS PLUMBING INC
601793	11/22/2023	\$3,844.50	CONTRACT SERVICES	3716	KOA CORPORATION
601794	11/22/2023	\$6.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
601795	11/22/2023	\$9,327.04	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
601796	11/22/2023	\$214.70	MISCELLANEOUS EXPENSE	4339	MB ATLANTIS LLC
601797	11/22/2023	\$1,260.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
601798	11/22/2023	\$3,490.99	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601799	11/22/2023	\$354.13	SUPPLIES	66340	BENNELLI LLC
601800	11/22/2023	\$2,265.78	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
601801	11/22/2023	\$2,250.99	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
601802	11/22/2023	\$5,242.39	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601803	11/22/2023	\$498.39	SUPPLIES	15620	OFFICE DEPOT INC
601804	11/22/2023	\$68.00	PARKS AND RECREATION	4340	DANIEL PADRON
601805	11/22/2023	\$22.85	UTILITY SERVICES	36610	CITY OF PICO RIVERA
601806	11/22/2023	\$1,610.00	CONTRACT SERVICES	3601	PROFESSIONAL INTERPRETING LLC
601807	11/22/2023	\$619.00	TRAVEL & MEETINGS	4334	PUBLIC AGENCY RISK MANAGEMENT ASSOCIATION
601808	11/22/2023	\$6,719.24	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC
601809	11/22/2023	\$68.00	PARKS AND RECREATION	4341	PATRICIA QUINTERO
601810	11/22/2023	\$68.00	PARKS AND RECREATION	2957	LUCIA ROSAS
601811	11/22/2023	\$2,677.75	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
601812	11/22/2023	\$300.00	TRAINING	2285	RYAN SALDIVAR
601813	11/22/2023	\$5,240.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
601814	11/22/2023	\$69,418.62	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601815	11/22/2023	\$84,822.16	CONTRACT SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601816	11/22/2023	\$10,255.10	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
601817	11/22/2023	\$553.35	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
601818	11/22/2023	\$115.00	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
601819	11/22/2023	\$792.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
601820	11/22/2023	\$5,460.27	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
601821	11/22/2023	\$900.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
601822	11/22/2023	\$435.81	CONTRACTORS	4342	TROY ROOFING INC
601823	11/22/2023	\$2,613.76	SUPPLIES	131	UNITED SITE SERVICES INC
601824	11/22/2023	\$27,084.00	CONTRACT SERVICES	3850	VARIABLE SPEED SOLUTIONS, INC.
601825	11/22/2023	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
601826	11/22/2023	\$1,550.60	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
601827	11/22/2023	\$1,205.83	VEHICLE MAINTENANCE/EXPENSES	67320	WINZER
601828	11/22/2023	\$109.14	SUPPLIES	49660	RUBEN ZABALA
601829	11/22/2023	\$5,601.38	SUPPLIES	4300	ALBERT ZUBIA
601830	11/22/2023	\$711.43	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC.



City of Montebello
Register of Demands No. 1563
From Payment Date 10/27/23 - To Payment Date 11/30/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601831	11/30/2023	\$5,450.00	CONTRACT SERVICES	4250	FIRST AMERICAN TITLE COMPANY
601832	11/30/2023	\$8,795.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
601833	11/30/2023	\$3,300.70	UTILITY SERVICES	1732	AT&T CORP
601834	11/30/2023	\$7,072.94	UTILITY SERVICES	39550	AT&T
601835	11/30/2023	\$60.09	UTILITY SERVICES	39550	AT&T
601836	11/30/2023	\$425.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
601837	11/30/2023	\$89.29	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
601838	11/30/2023	\$769.95	SUPPLIES	159	BOUND TREE MEDICAL LLC
601839	11/30/2023	\$500.00	CONTRACT SERVICES	3892	CYNTHIA CAMACHO
601840	11/30/2023	\$990.79	CONTRACT SERVICES	2922	ARA H BALAYAN
601841	11/30/2023	\$1,380.00	CONTRACT SERVICES	3437	CHARGEPOINT INC
601842	11/30/2023	\$4,125.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
601843	11/30/2023	\$3,737.48	SUPPLIES	2973	COPYCATS DIGITAL SOLUTIONS
601844	11/30/2023	\$136.00	PARKS AND RECREATION	4343	NANCY CRUZ-GUTIERREZ
601845	11/30/2023	\$53,140.50	CONTRACT SERVICES	1855	DARKTRACE LIMITED
601846	11/30/2023	\$1,398.29	CONTRACT SERVICES	4351	DIAMONDBACK SAWING AND CORING INC
601847	11/30/2023	\$1,885.78	CONTRACT SERVICES	47770	DUTHIE ELECTRIC SERVICE CORPORATION
601848	11/30/2023	\$60.00	PARKS AND RECREATION	3684	JACQUELINE FELIX
601849	11/30/2023	\$136.14	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601850	11/30/2023	\$700.00	CONTRACT SERVICES	3873	CARYN GARCIA
601851	11/30/2023	\$3,522.67	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
601852	11/30/2023	\$3,000.00	TRAINING	4350	GRACIE GLOBAL LLC
601853	11/30/2023	\$573.19	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
601854	11/30/2023	\$1,609.81	LEASE PAYMENT	2405	JCB FINANCE
601855	11/30/2023	\$250.00	GENERAL GOVERNMENT	4347	MARIA LARA
601856	11/30/2023	\$5,466.66	SUPPLIES	14950	LINCOLN EQUIPMENT INC
601857	11/30/2023	\$136.00	PARKS AND RECREATION	4344	NIKOLE LOPEZ
601858	11/30/2023	\$1,650.00	CONTRACT SERVICES	3819	MASTER KEY INVESTMENTS



City of Montebello
Register of Demands No. 1563
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601859	11/30/2023	\$1,650.00	CONTRACT SERVICES	3819	MASTER KEY INVESTMENTS
601860	11/30/2023	\$1,650.00	CONTRACT SERVICES	3819	MASTER KEY INVESTMENTS
601861	11/30/2023	\$440.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
601862	11/30/2023	\$750.35	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601863	11/30/2023	\$21,595.45	ACCOUNTS RECEIVABLE	8720	SCOTT MORTON
601864	11/30/2023	\$1,245.01	CONTRACT SERVICES	23460	MOTOROLA SOLUTIONS INC
601865	11/30/2023	\$50,401.07	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC.
601866	11/30/2023	\$250.00	GENERAL GOVERNMENT	4348	MATTHEW MUNOZ
601867	11/30/2023	\$336.14	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC
601868	11/30/2023	\$250.10	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
601869	11/30/2023	\$5,512.50	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
601870	11/30/2023	\$26,373.10	IMPROVEMENTS OTHER THAN BUILDING	3399	NCM ENGINEERING CORP
601871	11/30/2023	\$723.85	SUPPLIES	15620	OFFICE DEPOT INC
601872	11/30/2023	\$2,223.12	SUPPLIES	4083	ORIGINAL WATERMEN, INC
601873	11/30/2023	\$8,200.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
601874	11/30/2023	\$849.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
601875	11/30/2023	\$11,831.37	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
601876	11/30/2023	\$507.14	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
601877	11/30/2023	\$5,462.83	ACCOUNTS RECEIVABLE	728	ENRIQUE ROJAS JR
601878	11/30/2023	\$2,290.12	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
601879	11/30/2023	\$1,146.00	TRAINING	43150	SAN BERNARDINO COUNTY SHERIFFS DEPARTMENT
601880	11/30/2023	\$2,830.50	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601881	11/30/2023	\$50,754.26	VEHICLE PURCHASES	2846	SANTANDER BANK NA
601882	11/30/2023	\$675.00	MISCELLANEOUS EXPENSE	4345	AMY SHAFT
601883	11/30/2023	\$25,699.03	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601884	11/30/2023	\$355.15	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
601885	11/30/2023	\$1,877.60	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
601886	11/30/2023	\$1,470.00	CONTRACT SERVICES	6020	STRADLING YOCCA CARLSON & RAUTH



City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601887	11/30/2023	\$1,014.30	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
601888	11/30/2023	\$2,092.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
601889	11/30/2023	\$119.07	SUPPLIES	3110	TOMAS ALVARADO
601890	11/30/2023	\$83,529.04	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
601891	11/30/2023	\$515.66	CONTRACT SERVICES	64140	TURNOUT MAINTENANCE COMPANY LLC
601892	11/30/2023	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
601893	11/30/2023	\$1,260.13	UTILITY SERVICES	23610	VERIZON WIRELESS
601894	11/30/2023	\$1,091.25	SUPPLIES	9470	W W GRAINGER INC
601895	11/30/2023	\$1,975.68	SUPPLIES	67320	WINZER
601896	11/30/2023	\$5,500.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
CHECK TOTAL		\$2,310,123.69			
Successor Agency (SA)					
1510	11/16/2023	\$2,432.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
1511	11/16/2023	\$2,255.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
SA TOTAL		\$4,687.00			
GRAND TOTAL		\$5,027,067.96			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar - January

January 10th - City Council and Successor Agency

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David Sosnowski
	Human Trafficking Awareness Month	Presentation	Public Affairs	David Sosnowski
	Recognition of Retiring K-9	Presentation	Police	Chief Espinoza
	Muay Thai City Council Presentation	Presentation	Administration	CM Alvarez
	Assign City Council to Regional Boards and Ad Hocs	Regular Business	Administration	CM Alvarez
	Staff Proposed Projects for Federal and State Earmarking	Regular Business	Administration	CM Alvarez
	Successor Agency Approval of ROPS 24-25	Regular Business	Finance	Michael Solorza
	2nd Reading of Ordinance No. 2467 for the New City Logo	Consent	City Attorney's Office	Arnold Alvarez-Glasman
	Annual Action Plan CDBG	Consent	Planning	Joseph Palombi
	Resolution Authorizing Submittal of SB1383 Grant Application	Consent	Public Works	Rita Montalvo
	PSA with Yunex LLC for Traffic Signal Maintenance Services	Consent	Public Works	Rita Montalvo
	Emergency Repairs for Sanchez Adobe Park	Consent	Public Works	James Coiner
	Parks and Facilities Rules and Regulations	Consent	Parks & Rec	David Sosnowski
	Approve Amendment No. 1 to Agreement No. 3698 with PCAM, LLC dba "Parking Company of America"	Consent	Transit	Adrianna Kendricks
	Receive and File-Montebello Bus Lines (MBL) Intent to Transfer Fiscal Year 2017/18 Low Carbon Operation Program (LCTOP) funds to the City of Pasadena and Authorize Staff to Close Out the Program.	Consent	Transit	Adrianna Kendricks
	Amend the Fiscal Year 2023-24 budget to appropriate grant funds from the Federal Transit Administration (FTA) for Hydrogen Fuel Cell Electric Battery Buses And Transit Facility HVAC Upgrade Projects.	Consent	Transit	Adrianna Kendricks
	Minutes	Consent	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent	Finance	Michael Solorza